FRANCHISE DISCLOSURE DOCUMENT

WELL INFUSED™

Well Infused Franchise LLC
a Wyoming limited liability company
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Naples, Florida 34110
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The franchise is the right to develop, own, and operate a health and wellness center that arranges for the provision of certain medical services (which currently include services such as functional medicine labs, various IV therapies, hormone therapies, regenerative therapies etc.) and provides certain other wellness products and services that are not medical services. The total investment necessary to begin operation of a Well Infused™ center ranges from $339,450 - $1,048,500. This includes $65,000 that must be paid to the franchisor and its affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Well Infused Franchise LLC at 16347 Viansa Way Unit 301, Naples, Florida 34110; phone: (317) 628-0449.

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

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

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

ISSUANCE DATE: May 13, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with us by arbitration or litigation in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It also may cost more to arbitrate or litigate with us in Florida than in your home state.

2. **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.

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

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

We refer to this document as the "Disclosure Document." The franchisor is Well Infused Franchise LLC, and we refer to it as "Franchisor" or "we." We refer to the person or entity that buys the franchise as "you." If you are not a natural person, certain provisions of the agreements described in this Disclosure Document will also apply to your direct and indirect owners, and we refer to them as your "Owners." We refer to the businesses for which franchises are offered under this Disclosure Document as "Well Infused Centers" and the Well Infused Center that you will own and operate as "your Center."

The Franchisor and Its Agents for Service of Process.

We are a limited liability company formed in the State of Wyoming on July 22, 2022. Our principal business address is 16347 Viansa Way, Unit 301, Naples, Florida 34110. We conduct business under our legal name and "Well Infused" (the "Brand"). Our sole business is to offer and sell franchises for Well Infused Centers, manage the Well Infused Center franchise system, and provide services to Well Infused Center franchisees. We began offering franchises for Well Infused Centers on July 2024. We have never operated a Well Infused Center, but our affiliates have. We have never offered franchises for, or operated, any other business. Shawn Dill, our Chief Executive Officer, is our agent for service of process in Florida. Please refer to Exhibit A for the names and addresses of our agents for service of process in certain other states, including states where this Disclosure Document will be registered.

Our Parents, Predecessor and Affiliates.

Our parents are Legacy Impact Holdings, LLC and Okinawa Holdings, LLC (collectively "Parents"), and they share our principal business address. Neither Parent has ever operated a Well Infused Center or granted franchises in this or any other lines of business.

We have no predecessors.

Since July 2017, our affiliate, That Something, LLC ("TSL"), whose principal address is 3312 Adare Circle, Westfield, IN 46062, has been selling franchises for chiropractic clinics operating under the name The Specific Chiropractic Centers. As of December 31, 2023, there were 9 franchised The Specific Chiropractic Centers. TSL has have never operated or sold franchises for Well Infused Centers or offered franchises for any concept other than The Specific Chiropractic Centers.

Except as described above, we have no parents or affiliates required to be disclosed in this Item 1.

The Type of Business You Will Conduct.

Well Infused Centers arrange for the provision of certain medical services (which currently include services such as functional medicine labs, various IV therapies, bio-identical hormone therapies, regenerative therapies, platelet rich plasma injections, etc.) and provide certain other wellness products and services that are not medical services. The menu of products and services offered at Well Infused Centers may change periodically. Certain services offered at Well Infused Centers are classified as medical services ("Medical Services") that, under applicable state laws, can only be provided by or under the supervision of a licensed medical provider (a "Medical Director"). You must enter into a management services agreement (a "Management Services Agreement") with a third-party we designate (the "Professional Entity"), pursuant to which the Professional Entity will make a Medical Director available to you. Under that agreement, in exchange for a monthly management fee, you will provide or arrange for certain non-clinical administrative services to the Professional Entity. The current form of the Management Services Agreement is attached to this Disclosure Document as Exhibit C.

We do not require or authorize Well Infused Center franchisees to practice medicine, hire or provide training to licensed health care professionals, provide Medical Services, or exert control over the delivery or supervision of Medical Services; however, we require each Well Infused Center franchisee to (i) enter into the Management Service Agreement with our designated Professional Entity to engage a licensed Medical Director who is acceptable to us and who will use its independent medical judgement, perform or, where permitted, supervise the performance of Medical Services at the franchisee's Well Infused Center, and (ii) subject to applicable laws, engage at least one licensed and registered nurse practitioner ("Nurse Practitioner") either directly or through the Professional Entity to administer certain Medical Services under the supervision of the Medical Director and Professional Entity. We also require Well Infused Centers to offer and sell certain non-medical products and services to their clients and provide or arrange for certain non-clinical and administrative services that are requested by the Medical Director and the Professional Entity pursuant to the Management Services Agreement.

Well Infused Centers are developed and operated using certain specified business formats, methods, procedures, designs, layouts, standards, and specifications regarding the provision of non-medical services, each of which we may replace, further develop, or otherwise modify or discontinue periodically (collectively, the "System"). We periodically prescribe certain mandatory specifications, standards, operating procedures, and rules governing the operation of Well Infused Centers (the 'System Standards"); however, our System Standards and any assistance provided by us in connection the development and operation of Well Infused Centers (i) relate solely to the performance of activities that are not regulated by laws governing provision of Medical Services; (ii) does not constitute the practice of medicine or the performance of Medical Services, and (iii) does not amount to us exerting control over the delivery or supervision of Medical Services.

In order to acquire the right to develop, own, and operate a Well Infused Center, you must enter into a franchise agreement and related agreement with us (the "Franchise Agreement"), the current form of which is attached to this Disclosure Document as Exhibit B. If you are not a natural person, your Owners that have direct or indirect ownership in you will be required to sign an agreement (the current form of which appears as Attachment A to the current form of Franchise Agreement) under which each of your Owners will personally assume and guarantee your obligations under the Franchise Agreement. If the spouse of an Owner does not have any ownership in you, we require the non-owner spouse to sign the guaranty solely to acknowledge that their spouse is signing the guaranty which may put interests in marital assets at risk. A non-owner spouse is not otherwise obligated under the guaranty.

Market for Your Products and Services; Competition.

Well Infused Centers operate year-round, and their products and services are sold to members of the general public. The clients of Well Infused Centers are generally adults, but certain services may be offered to minors with permission of their parents or guardians and approval of the Medical Director. The market for these products and services is steadily growing and evolving. Your Center will be competing with businesses that offer one or more similar services, including med spas and doctors' offices.

Laws and Regulations.

The provision of Medical Services is heavily regulated by federal, state and local laws, rules and ordinances. Such laws and regulations include (i) state corporate practice of medicine regulations; (ii) laws pertaining to the practice of medicine, nursing, and/or medical weight management practice; (iii) applicable laws regarding the privacy and security of personal information and health information; (iv) anti-kickback and fee splitting laws; (v) telemedicine laws and regulations; (vi) state individual and facility licensing requirements;

(vii) patient inducement and referral laws (for example, the Stark law); (viii) laws and regulations pertaining to medical devices and related healthcare equipment; (ix) laws and regulations pertaining to health and fitness centers, including requirements applicable to membership programs; (x) laws and regulations pertaining to cosmetology/esthetic services; (xi) laws and regulations pertaining to state pharmacy boards; (xii) laws

regulating the marketing and sale of peptides and other healthcare products; (xiii) laws related to minimum wage and overtime requirements; (xiv) laws governing laboratories; and (xv) other health and human welfare laws. There may be other laws applicable to your Center. You are solely responsible for understanding and complying with all laws applicable to your Center. We urge you to make further inquiries about these laws.

ITEM 2: BUSINESS EXPERIENCE

Shawn Dill - Chief Executive Officer

Mr. Dill has been our Chief Executive Officer since August 2022. He also serves as the Chief Executive Officer of (i) That Something, LLC in Westfield, Indiana since May 2016, and (ii) Black Diamond Consulting in Westfield, Indiana since December 2015. Since July 2006, he owns and operates 2 The Specific Chiropractic Centers, one in Dublin, California and another in Westfield, Indiana. He is a co-owner of a Well Infused corporate location in Naples, Florida. He is based in Naples, Florida.

Staci Blume - President

Ms. Blume has been our President since August 2022. She also owns and operates (i) Life Refined Chiropractic in Noblesville, Indiana since February 2018, (ii) a corporate Well Infused Center in Noblesville, Indiana since January 2022, and (iii) co-owns a corporate Well Infused Center in Naples, Florida. She is based in Noblesville, Indiana.

Nate Blume – Secretary

Mr. Blume has been our Secretary since August 2022. He also owns and operates (i) Life Refined Chiropractic in Noblesville, Indiana since February 2018, and (ii) a corporate Well Infused Center in Noblesville, Indiana since January 2022. He is based in Noblesville, Indiana.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Franchise Fee - $50,000

When you sign your Franchise Agreement, you will pay us an initial franchise fee ("Initial Franchise Fee") of $50,000. If you and we enter into additional Franchise Agreements after your first one, we may, in our discretion, discount the amount of the Initial Franchise Fee for those subsequent agreements. The Initial Franchise Fee is paid in a lump sum and is not refundable.

Project Management Fee - $15,000

You must use the services of our designated construction management provider to develop your Center. You must pay us or our affiliate a project management fee of $15,000 (the "Project Management Fee"). The Project Management Fee is paid in a lump sum and is not refundable.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks[1]
Royalty	7% of Gross Sales	Monthly (Currently, on the 1st day of every calendar month)	If any applicable law prohibits or restricts in any way your ability to pay, or our ability to collect, royalty or other amounts based on Gross Sales derived from the operation of your Center, then we will modify your payment obligations to us under the Franchise Agreement and revise the applicable provisions in order to provide the same basic economic effect to both us and you as currently provided in the Franchise Agreement. The frequency of royalty payment is subject to change. See Note 2 for the definition of Gross Sales. If you fail to report or restrict our ability to determine your Gross Sales in the manner that we require, we may debit your account for 110% of the average of the last 3 royalty payments and Brand Fund (as defined in Item 11) contributions that we last debited. If the amounts that we debit from your account under these circumstances are less than the amounts you owe us (once we have determined the true and correct Gross Sales), we will debit your account for the balance on the day we specify. If the amounts we debit from your account are greater than the amounts you owe us, we will credit the excess against the amounts we otherwise would debit from your account during the following month.
Temporary Royalty due to Unauthorized Closure	Greater of $10,000 per month or the average of the royalty owed for the 3 royalty periods immediately preceding the temporary closure or suspension of operations	Monthly, as incurred	Charged if you close your Center without our consent and we do not opt to terminate your Franchise Agreement. The Temporary Royalty is payable in the same manner as the regular royalty payment. Payment of a Temporary Royalty will not act as a cure of the default caused by the unauthorized closure and will not alter or impair any other rights we have under the Franchise Agreement.
Non-Compliance Charge	1% of Gross Sales	As incurred	If you do not comply with your obligations under the Franchise Agreement, your royalty payment will be increased to 9% of Gross Sales until we have determined that you have cured your deficiencies and are compliant with all terms of your Franchise Agreement. This increase in the rate of royalty is intended to compensate us for additional expenses and certain losses that we will incur as a result of your non-compliance and is not a penalty or an expression of the total amount of such damages. Payment of this increased royalty does not cure the non-compliance that triggered its payment, and we are not limited in pursuing our other rights and remedies available under the Franchise Agreement.
Brand Fund	2% of Gross Sales	Payable at the same	We may, on written notice to you, change the amount that you must contribute to the Brand Fund (as defined in Item 11);

Type of Fee	Amount	Due Date	Remarks[1]
Contribution		time and manner as royalty	however, we will not require that your over all monthly marketing expenditure (including, the Brand Fund contribution, Local Marketing Expenditure (as defined in Item 11), and contributions to the Advertising Cooperative (as defined in Item 11)), in the aggregate, is more than 7% of your Center's monthly Gross Sales (the "Marketing Expenditure Cap").
Local Marketing Expenditure	Greater of, $500 or 2% of Gross Sales per month	Monthly (by end of the calendar month)	We may, on written notice to you, require that you pay some or all of this amount to us or our designee instead. If we exercise that right, we will either spend what you pay us to promote your Center on your behalf or contribute it to the Brand Fund. Subject to the Marketing Expenditure Cap, we may change the amount you must spend on local marketing of your Center.
Technology Fee	$600 per month	Payable at the same time and manner as royalty	We may increase the Technology Fee on notice to you. Any increase in Technology Fee will depend on our agreement with outside vendors and the cost we incur in making required software and other technology services available to you.
Reimbursement of Third-party Technology Fee	Our actual costs	As incurred	If we pay certain fees on your behalf to third-party vendors of software and other technology, then we may require you to reimburse the amount we pay on your behalf.
Interest on Late Payment	Lesser of 1.5% per month or the maximum rate allowed by applicable law	As incurred	Interest will accrue on all amounts you owe us after their due date.
Insufficient Funds Service Fee	$100 per occurrence	As incurred	Payable if checks or drafts are returned or auto-debit requests declined due to insufficient funds.
Replacement Training; Additional Training; Remedial Training	$1,500 per trainee for providing training at our designated training facility and $2,500 per trainee for providing training at your Center.	As incurred	We do not charge any fee for providing initial training to the initial batch of trainees we designate and require to attend our initial training program (collectively, the "**Required Trainees**"). However, any replacement or substitute Required Trainee must complete initial training for their respective positions to our satisfaction prior to serving in such positions, and we may charge a reasonable fee for any initial training provided to any replacement or successor Required Trainees. In addition to the initial training, your Required Trainees must attend such additional and remedial training programs and seminars as we may offer periodically. You will be responsible for all travel and living expenses, wages, and benefits owed to, and other costs of, persons attending the additional training programs on your behalf or at your request. We may change this amount at any time on notice to you.
Annual Training	$995 per Nurse Practitioner and	Prior to attending	Beginning on the first anniversary of your Center's opening date, and every year thereafter, your Required Trainees must

Type of Fee	Amount	Due Date	Remarks[1]
	$495 per person for other trainees	the training	complete our annual training program to our satisfaction by the deadline we establish. Currently, we require your Nurse Practitioner, Managing Owner (as defined in Item 15), and General Manager (as defined in Item 15) to attend our annual trainings. We may change the amount periodically.
Conference Registration Fee	Estimated to be $495 to $995 per person	As incurred	If we require certain of your Owners and persons participating in the operation of your Center to attend any meeting, conference of persons involved in the ownership or operation of Well Infused Centers, or other industry related conferences, then you must pay the registration fee for such meeting or conference, regardless of the attendance by your attendee. You will be responsible for all travel and living expenses, wages, and benefits owed to, and other costs of, persons attending such meetings and conferences on your behalf or at your request.
Reimbursement of costs associated with opening assistance	Our actual costs	As incurred	We will not charge a fee for opening assistance we provide to you, but if we determine it to be necessary to increase or re-schedule our available resources to accommodate the timing of the opening of your Center or the kind or extent of assistance we determine to be necessary, we may require that you reimburse our expenses associated with doing so.
Audit Fee	Our actual costs, plus understated royalty or Brand Fund contribution	Within 15 days of report receipt	Payable if we conduct an audit because you failed to provide required reports or if the audit reveals an understatement of Gross Sales by more than 2% (not to include revenue from Medical Services). Our cost of audit includes fees payable to attorneys and independent accountants involved in the audit and the travel expenses, room and board, and compensation of our personnel involved in the audit.
Transfer Fee	30% of our then current Initial Franchise Fee	As incurred	Payable if you or your Owners intend to engage in a transfer (as defined in the Franchise Agreement) of ownership interests in you, your Center's assets, or the Franchise Agreement or franchise rights.
Successor Franchise Fee	50% of our then-current Initial Franchise Fee	Upon execution of successor Franchise Agreement	Payable if we approve you to acquire a successor franchise for your Center.
Interim Operations Fee	10% of Gross Sales earned during our period of management, plus our costs	As incurred	Payable only if we take possession and operate your Center because you are in default of your obligations under the Franchise Agreement, or (b) we are considering whether to exercise of our rights to purchase your Center after expiration or termination of the Franchise Agreement.
Reimbursement of costs incurred in evaluating alternate	Our actual costs	As incurred	Payable only if you request our approval of a new product or supplier that is not then approved by us. Our costs will vary based on the type of product or vendor.

Type of Fee	Amount	Due Date	Remarks[1]
product or vendor			
Insurance Premium Reimbursement	Our actual costs	As incurred	Payable only if you fail to obtain or maintain insurance, and we exercise our option to obtain or reinstate it for you.
Costs and Attorneys' Fees	The amount awarded	As incurred	Payable only if we are the prevailing party in any relevant litigation or arbitration.
Reimbursement of cost of de-identification of premises	Our actual costs	As incurred	You must reimburse us the expenses we incur to de-identify and distinguish the appearance of your Center and premises from that of other Well Infused Centers after the expiration or termination of the Franchise Agreement if you fail to do so.
Lost Revenue Damages	Will vary	Payable within 15 days of termination of Franchise Agreement	Payable if we terminate the Franchise Agreement for your breach, or you terminate it without cause. Lost revenue damage is an amount equal to the net present value of the royalty payments that would have become due had the Franchise Agreement not been terminated, from the date of termination to the earlier of: (1) 36 months following the date of termination, or (2) the originally scheduled expiration of the term of the Franchise Agreement (the "Measurement Period"). See Note 3.

NOTES

1. Except as otherwise noted, all fees are non-refundable and are uniformly imposed by and are payable to us or our affiliates.

2. "Gross Sales" means all revenue generated from the operation of your Center (whether or not in compliance with the Franchise Agreement), regardless of the manner in which the price was paid by the purchaser of such products or services (including the retail value of products or services rendered in a barter exchange, trade credit, or other similar transactions used to pay for products or services provided by your Center), but excluding

(1) all federal, state, or municipal sales, use, or service taxes collected from clients and paid to the appropriate taxing authority, (2) the amount of any documented refunds and credits your Center in good faith gives to clients and your employees, and (3) the amount of any discounts from the advertised price that are given at the point of purchase and that are reasonable and, if applicable, are consistent with any discount policies that we announce as part of the System Standards. Revenue from redemption of gift certificates, gift cards, loyalty, or similar programs is calculated as part of Gross Sales in accordance with our then-current guidelines for such programs. Gross Sales also include all insurance proceeds you receive to replace revenue that you lose from the interruption of your Center due to a casualty or other event covered by business interruption or similar insurance coverage. Gross Sales will not include revenue generated from Medical Services provided at your Center.

3. Lost Revenue Damages is calculated as follows: (1) the number of calendar months in the Measurement Period, multiplied by (2) the royalty fee percentage, multiplied by (3) the highest monthly Gross Sales of your Center during the 36 full calendar months immediately preceding the termination date (or, if the termination is based on your unapproved closure of your Center, the 36 full calendar months immediately preceding the closure date); provided, that if as of the termination date (or the closure date in light of the foregoing), your Center has not been operating for at least 36 months, the highest average monthly Gross Sales of all Well Infused Centers during the 36 months immediately preceding the termination date. Payment of Lost Revenue Damages will not alter or impair any other rights we have under the Franchise Agreement.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURES [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$50,000	Lump Sum	Upon Signing Franchise Agreement	Us
Project Management Fee	$15,000	Lump Sum	As invoiced	Us
Training Expenses [2]	$6,000 - $12,000	As Incurred	As Incurred	Third-party Suppliers
3 months Lease Rent & Security Deposit [3]	$6,000- $36,000	As Arranged	On and Prior to Execution of Lease	Landlord
Leasehold Improvements [4]	$51,950 - $500,000	As Incurred	As Arranged	Landlord/ Third-party Suppliers
Furniture, Fixtures, Equipment [5]	$100,000 - $175,000	Lump Sum	As Invoiced	Third-party Suppliers
Opening Inventory and Supplies [6]	$8,000 - $15,000	As Arranged	As Arranged	Third-party Suppliers
Signage [7]	$4,000 – $20,000	Lump Sum	As Invoiced	Third-party Suppliers
Permits & Licenses [8]	$2,000 - $6,000	Lump Sum	As Invoiced	Third-party Suppliers
Insurance Fees [9]	$5,000 to $7,500	As Arranged	As Arranged	Third-party Suppliers
Grand Opening Advertising [10]	$10,000 - $15,000	As Incurred	As Invoiced	Third-party Suppliers
Professional Fees [11]	$1,500 - $4,000	Lump Sum	As Arranged	Third-party Associations
Computer System [12]	$5,000 - $10,000	As Incurred	As Invoiced	Third-party Suppliers
Miscellaneous Opening Costs [13]	$4,000 - $20,000	As Incurred	As Invoiced	Third-party Suppliers
Additional Funds – Initial period [14]	$75,000 – $150,000	As Arranged	As Required	Third-party Suppliers and Employees
TOTAL	**$343,450 - $1,035,500**			

NOTES:

1. All fees payable to us or our affiliates are not refundable. Whether any of the other payments are refundable will depend on the arrangement between you and the supplier.

2. We do not charge a fee for providing initial training to your initial Required Trainees. However, you will be responsible for all travel and living expenses, wages, and benefits owed to, and other costs of, all persons attending the initial training program on your behalf or at your or our request.

3. The cost of acquiring or leasing premises for your Center will depend upon the market in which the proposed site is located. A typical Well Infused Center will range in size between 1,800 and 2,500 sq. ft., and the estimates shown above are based on that range and include the security deposit and 3 months' lease payments.

4. This amount contemplates the standard build-out of a vanilla shell, including building interior walls, installing doors, building wall dividers, installing flooring and building counters. It does not reflect any tenant improvement allowance that you may receive from your landlord. Based on our affiliates' recent experience, landlords have been willing to provide tenant improvement allowances in the range of $100 to $150 per square foot; however, there is no guaranty that your landlord will be willing to provide a tenant improvement allowance or, if so, how much it would be willing to provide or the conditions it will impose on receiving it. This will be a matter of negotiation between your landlord and you. This includes assistance with site selection, A&E, and construction management fees to ensure brand standards are met.

5. This includes the costs of purchasing and installing equipment, desk, chairs, cabinets, shelves, décor items, and other furniture and fixtures required to operate your Center.

6. This includes the cost of office and medical supplies and materials.

7. This range includes the cost of interior and exterior signage. The cost of your signage will vary depending on the type, size and location of the signs, local government regulations, and even the position of your premises within a commercial building.

8. This does not include the cost to maintain permits and licenses required to practice medicine because we do not require our franchisees to practice medicine in connection with the operation of their Center.

9. This amount represents an estimated down payment of your annual insurance premiums, and the amount that you would pay in the first three months after the opening of your Center. Your cost of insurance may vary depending on the insurer, the location of your Center, your claims history, and other factors.

10. You must handle the grand opening with our assistance and approval and using materials and programs we approve. The amount you spend will not count towards your Marketing Expenditure Cap or local marketing expenditures for the year in which your Center opens (see Item 6).

11. This includes fees likely to be paid to lawyers and accountants for initial advice, creation of entities and governing documents, and initial accounting set-up.

12. This includes the costs of purchasing and installing the required Computer System (as defined in Item 11).

13. This includes payments to various utilities and purchasing alarm and security systems and other

administrative supplies.

14. This reflects our estimate of the amounts needed to cover your expenses during the initial phase (3 months) after the opening of your Center, including: payroll, third-party software license fee, the cost of replenishing inventory, initial advertising and promotional expenditures, uniforms, utilities, and other variable costs.

The initial investment shown above to open a Well Infused Center does not include any finance charges, interest, or debt service obligations, and we and our affiliates do not finance any part of this investment. The information included in the table above is based (i) primarily on our affiliate's experience of developing and operating Well Infused Centers, and (ii) our own investigation of these costs, including using information provided to us by certain vendors.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications.

In order to maintain the quality and uniformity of the client experience and products and services offered and sold at Well Infused Centers, you must purchase all required equipment, supplies, the Computer System, furniture, fixtures and signs (the "Operating Assets") utilized in offering and providing products and services at your Center in accordance with our System Standards. However, to the extent required by applicable laws, you must purchase Operating Assets used in connection with the offer and sale of Medical Services in accordance with the standards and specification issued by the Professional Entity and the Medical Director.

We will not issue to you or to any approved suppliers (except as we deem necessary for purposes of production) the specifications for proprietary Operating Assets, if any. We will otherwise communicate our System Standards and provide the list of approved Operating Assets and the prototype architectural plans for a Well Infused Center, in the Operations Manual and/or otherwise in writing. We may periodically modify the System Standards upon notice to you.

Approved or Designated Suppliers.

We may require you to purchase all Operating Assets from vendors, distributors, suppliers, and producers (collectively referred to herein as "vendors") we approve or designate, which may include or be limited to us or our affiliates. However, to the extent required by applicable law, you must purchase Operating Assets used in connection with the offer and sale of Medical Services in accordance with the standards and specification issued by the Medical Director.

As of the issuance date of this Disclosure Document, (i) we do not require you to purchase or lease any products or service from us or our affiliates; however, we may do so in the future, and (ii) we have designated a third-party with whom you must enter into to the Management Services Agreement and third-party vendors from whom you must purchase the following products and services: halogenerator, electronic health record software, bioidentical hormone replacement therapy supplies, regenerative cells, lab interpretation, office furniture, office décor items, and certain other supplies used in day to day operation of your Center. You must comply with all applicable laws while ordering, purchasing, stocking, and monitoring of any pharmaceuticals or other medical items and supplies that require a permit, licensure registration, certification, or identification number to order.

We estimate that approximately 90% to 95% of your initial investment and approximately 90% to 95% of your ongoing expenditures will be directed to purchase products and services that will be restricted by us in some manner.

As of the issuance date of this Disclosure Document, none of our officers owns an interest in any

approved suppliers.

Alternative Products, Services and Suppliers.

If you wish to purchase any nonmedical Operating Asset that we have not approved, or from any vendor that we have not approved, you must first notify us, in writing, and submit to us the information and samples necessary for us to determine whether the proposed Operating Asset and/or vendor complies with our then-current vendor approval policies. We may require you to reimburse the cost we incur in evaluating your proposed vendor. We may, with or without cause, revoke our approval of any vendor at any time upon notice to you. We will notify you of our approval or disapproval of all proposed products, services or vendors in writing to you within a reasonable time, typically within 30 days after receipt of all information and materials we require to assess your request. We may also impose limits on the number of suppliers, products and services that we are willing to review. In considering your request, we are not required to follow any specific protocols or criteria.

If you wish to purchase any Operating Assets used in the provision of Medical Services that are not approved by, or from any supplier that is not approved by, the Professional Entity and the Medical Director, then you must seek the Professional Entity's and the Medical Director's approval in accordance with the approval process set up by them.

Insurance.

You must maintain in force at your sole expense insurance policies for your Center as required under applicable law and that you determine are necessary to protect your own interests but, in no event, less than the minimum types and amounts of coverage we require. As of the issuance date of this Disclosure Document, we require that you maintain at least the following:

(1) comprehensive general liability coverage in an amount of $1,000,000 per occurrence and $5,000,000 in the aggregate on an annual, per location basis;

(2) umbrella liability coverage in an amount of $5,000,000 per occurrence and $10,000,000 in the aggregate on an annual, per location basis;

(3) cyber insurance coverage in an amount of $5,000,000 per occurrence;

(4) directors and officers liability coverage in an amount of $1,000,000 per occurrence;

(5) errors and omission coverage in an amount of $1,000,000;

(6) malpractice insurance coverage in an amount of $2,000,000 per occurrence; and

(7) you also must maintain workers' compensation insurance for your employees in accordance with laws applicable in the jurisdiction of your Center.

We may periodically change the amounts of coverage required under these insurance policies or require different or additional insurance coverages including reasonable excess liability insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. These insurance policies must name us and any affiliates we designate as additional named insureds, using a form of endorsement that we have approved, and provide for 30 days' prior written notice to us of a policy's material modification, cancellation or expiration. You routinely must furnish us copies of your Certificate of Insurance or other evidence of your maintaining this insurance coverage and paying premiums.

Purchase Arrangements, Material Benefits and Revenue.

We and our affiliates may derive revenue from the sale of goods or services to our franchisees and may also enter into agreements with designated vendors pursuant to which we or they may receive revenue or other material consideration based on purchases made by our franchisees. As of the issuance date of this Disclosure Document, we have entered into an agreement with one such designated vendor pursuant to which we receive a commission of up to 10% of the vendor's net revenue from franchisees' purchases. During our last fiscal year ended December 31, 2025, we did not receive any direct revenue from purchases franchisees made directly from franchisor or affiliates.

As of the issuance date of this Disclosure Document, there are no purchasing or distribution cooperatives for any of the items described above.

We do not provide any material benefits to our franchisees based on their use of designated or approved suppliers.

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	ITEM IN DISCLOSURE DOCUMENT
A. Site selection and acquisition/ lease	Section 3	Items 8 and 11
B. Pre-opening purchases/leases	Sections 3.B and 9	Items 5, 7, 8 and 11
C. Site development and other pre-opening requirements	Sections 3 and 9	Items 7, 8 and 11
D. Initial and ongoing training	Section 5	Items 5, 6, 7, and 11
E. Opening	Sections 3 and 10.A	Items 5, 7, and 11
F. Fees	Data Sheet; Sections 4, 5.A, 13.C(13), 14.A(6) and 16.C	Items 5, 6 and 7
G. Compliance with standards and policies / operating manuals	Sections 5.E, 5.F, 6, 7, 9 and 10.D	Items 8, 11 and 14
H. Trademarks and proprietary information	Sections 5.F, 6 and 7	Items 13 and 14
I. Restrictions on products/services offered	Sections 9.D and 9.E	Items 8, 11, 12, and 16
J. Warranty and customer service requirements	Sections 9.F	Not applicable
K. Territorial development and sales quotas	Not applicable	Item 12
L. Ongoing product / service purchases	Section 9	Items 8 and 11
M. Maintenance, appearance and remodeling requirements	Sections 3.B and 9.B	Items 8 and 11
N. Insurance	Section 9.G	Items 6, 7 and 8

OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
O. Advertising	Section 10	Items 6, 8 and 11
P. Indemnification	Section 17.C	Item 6
Q. Owner's participation / management / staffing	Sections 1.B, 5 and 9.A	Items 11 and 15
R. Records and reports	Section 11	Items 6 and 11
S. Inspection and audits	Section 12	Items 6 and 11
T. Transfer	Section 13	Items 6 and 17
U. Renewal	Section 14	Items 6 and 17
V. Post-termination obligations	Section 16	Item 17
W. Non-competition covenants	Sections 8, 16.A(7) and 16.D	Item 17
X. Dispute resolution	Section 18	Item 17
Y. Guaranty	Attachment A	Item 15
Z. Security Interest	Section 19.A	Item 9

ITEM 10: FINANCING

We and our affiliates do not offer any direct or indirect financing. We and our affiliates do not guarantee your notes, leases, or other obligations.

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

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

Our Pre-Opening Obligations.

Before you open your Center, we will provide you the following assistance:

1) approve or reject the site you propose for your Center based on our then-current criteria, including factors such as demographics, proposed rental rates, neighborhood and nearby business counts and characteristics, nearby residential populations, traffic count, accessibility, parking, visibility, signage, and competition. While we are not required under the Franchise Agreement to notify you as to whether the site has been approved or rejected within a certain time frame, we typically approve or reject proposed sites within 30 days of our receipt of all information reasonably required by us to evaluate a proposed site (Franchise Agreement, Section 3.A);

2) review and accept or reject the proposed lease for the premises on which your Center would be developed and operated (Franchise Agreement, Section 3.A);

3) provide initial training to your Required Trainees and other attendees (Franchise Agreement, Section 5.A);

4) assist with the grand opening of your Center (Franchise Agreement, Section 5.C);

5) provide access to our Operations Manual (Franchise Agreement, Section 5.F); and

6) provide prototype plans and specifications for all required equipment (including computer system), furniture, fixtures, and signs and lists of approved suppliers or vendors; however, we do not provide assistance with, deliver, or install any required equipment, signs, fixtures, opening inventory, or supplies (Franchise Agreement, Sections 3.B and 9).

Our Post-Opening Obligations.

During the operation of your Center, we or our affiliates will:

1) allow you to use the Marks (as defined in Item 13) and System on the terms in your Franchise Agreement (Franchise Agreement, Section 6);

2) administer the Brand Fund until it is terminated (Franchise Agreement, Section 10.B);

3) provide you our System Standards and other suggested standards, specifications and procedures govern offer and sale non-medical products and services at Well Infused Centers (Franchise Agreement, Section 5.F); and

4) provide you with a list of authorized vendors and suppliers for the products, goods, merchandise, supplies, signs, furniture, fixtures, equipment and services (Franchise Agreement, Section 9.E).

We may provide additional or remedial training to your Required Trainees or other persons as we deem fit (Franchise Agreement, Section 5.D). We may, subject to applicable laws, also set the maximum and minimum price for certain products services provided at your Center (Franchise Agreement, Section 9.K).

Opening of Your Center.

You are entirely responsible, at your expense, for doing everything necessary to develop and open your Center in accordance with the Franchise Agreement, including, subject to our prior written acceptance, locating, selecting, and securing possession of the premises from which your Center will solely operate. The typical length of time between signing a Franchise Agreement and opening a Well Infused Center is between 6 to 12 months. Factors that affect the time to open Well Infused Centers include obtaining a satisfactory site, financing arrangements, lease negotiations, local ordinances, delivery and installation of equipment, and renovation of the premises. You may not open your Center for business until (i) your Professional Entity and Medical Director confirm in writing that your Center is equipped and appropriately staffed to commence providing Medical Services in compliance with their requirements, and (ii) we have granted our written permission to commence operations. Subject to your compliance with applicable laws, you must open your Center for regular business not later than 5 days following our written permission to open. If you do not open your Center in accordance with our System Standards by the earlier of (a) 180 days after you sign the lease of your Center, or (b) 365 days after you and we sign the Franchise Agreement, you will be in breach, and we may terminate the Franchise Agreement, retain the entire Initial Franchise Fee, and exercise all other remedies available to us as a result of your breach.

Advertising and Promotion Programs.

Our Advertising Obligations

Other than administering the Brand Fund (defined below), we have no obligation to advertise the Brand or Well Infused Centers. However, if we choose to advertise the Brand or Well Infused Centers, we may (i) use any form of media with local, regional or national coverage, and (ii) create such marketing materials in-house or outsource this task to an outside advertising agency. We have no obligation to spend any specific or minimal

amounts on advertising the Brand or Well Infused Centers in the area or territory where your Center is or will be located.

Franchisee Advisory Council

As of the issuance date of this Disclosure Document, there is no franchisee advisory council; however, we may form one in the future.

Brand Fund

We require all franchisees to contribute a portion of their Well Infused Center's Gross Sales to a fund that we use to promote the Brand (the "Brand Fund"). Your initial contribution rate is 2% of the Center's Gross Sales, and you will pay that amount in the same manner and frequency as your royalty payments. Subject to the Marketing Expenditure Cap described in Item 6, we may, upon written notice to you, change the amount of your Brand Fund contribution periodically.

Well Infused Centers our affiliates own may, but are not required to, contribute to the Brand Fund at the same rate at which we require our franchisees to contribute.

We or our designee will administer the Brand Fund. However, neither we nor any of our affiliates has any fiduciary obligation to you or any other person for administering the Brand Fund or for any other reason. We will have exclusive control over all programs and services administered or funded by the Brand Fund.

The Brand Fund will not be our asset, and we will account for it separately from our other funds. We will prepare an annual unaudited statement of the Brand Fund's collections and expenses. We are not required to, but we may have the Brand Fund audited, at its expense, annually by an independent certified public accountant. We will, upon your written request, provide the financial statement prepared for the Brand Fund's then most recently ended fiscal year.

During the fiscal year ending December 31, 2025, we collected $4,427.40 in Brand Fund Contributions from franchisees. Of this amount, 40% was paid to Google, 18% to Branded Bills, and 42% was rolled over into 2026.

The Brand Fund may spend in any fiscal year more or less than the total contributions made to it in that year. We may lend money to the Brand Fund (and charge a reasonable rate of interest) to cover deficits or invest any surplus for future use. If the Brand Fund does not spend all the contributions received by it in any given fiscal year, the surplus may be spent in the future. If we terminate the Brand Fund, we will, at our option, either spend all unspent monies in accordance with this Section until such amounts are exhausted or distribute the funds then in the Brand Fund, as we determine to be reasonable, to the parties that contributed to it.

While information regarding franchise opportunities may appear on materials funded by the Brand Fund, we will not use the Brand Fund for the primary purpose of soliciting franchisees. The Brand Fund may pay any expenses we determine to be of benefit to the Brand, including preparing and producing materials and content in any media; developing, implementing, and maintaining any online presence or other software or applications; administering advertising and marketing campaigns; administering regional and multi-regional marketing and advertising programs; using advertising, promotion, and marketing agencies and other advisors to provide assistance; supporting public relations, market research, and other advertising, promotion, and marketing strategy or implementation activities; and/or any other expenditures that are directly or indirectly related to promoting the Marks, the Brand, and/or Well Infused Centers. We may also use the Brand Fund to pay for the Brand Fund's administrative and overhead costs, including the reasonable salaries and benefits of our or our affiliates' personnel who manage and administer the Brand Fund, and any other such expenses. We may modify Brand Fund programs, services, or expenditures at any time.

We intend for the Brand Fund to promote Well Infused Centers and the Brand generally. As such, we do not commit to spending any portion of the Brand Fund in the market in which your Center is located or to providing any particular benefit to you or your Center will benefit.

We may elect to split the Brand Fund into multiple Brand Funds, whether determined by geographic region, country, or otherwise, or to consolidate or merge multiple Brand Funds or the administration thereof.

Local Marketing Expenditure

You are responsible for advertising and promoting your Center in your local market and determining how much you will spend to do so, subject to certain minimum amounts we specify periodically (your "Local Marketing Expenditure"). Currently, the required minimum Local Marketing Expenditure is the greater of $500 or 2% of Gross Sales per month, but we may change the minimum periodically, on written notice to you, subject at all times to the Marketing Expenditure Cap. We may require you to provide us with a regular accounting of your local marketing efforts and your Local Marketing Expenditures.

We may require that, instead of spending the minimum Local Marketing Expenditure yourself, you pay those amounts to us or our designee. If we exercise this option, we will then either spend such amounts, in accordance with local marketing guidelines and programs that we periodically develop, to advertise and promote your Center on your behalf or contribute some or all of such amounts to the Brand Fund.

Your local advertising and promotion must follow our guidelines. You must obtain (i) our written approval of all advertising and marketing materials that you intend to use in connection with your Center, and (ii) your Professional Entity and Medical Director's written approval of all information regarding Medical Services that is included in the advertising and marketing materials of your Center. All such materials must be completely clear, factual, ethical and not misleading and must conform to our marketing and advertising policies that we periodically prescribe and applicable laws. All advertising and marketing materials that you intend to use in connection with your Center must comply with all applicable laws and clearly state that all Medical Services are provided and/or supervised, as required under applicable laws, by licensed healthcare professionals. You must submit to us, for our approval, samples of marketing materials you intend to use at least 10 days prior to your proposed use. If you do not receive our written approval of the materials within 10 days of your submission, they are deemed to be disapproved. We may withdraw our approval if a regulatory or other issue arises that, in our opinion, makes such withdrawal in our, the Brand's or the System's best interests. Our approval of any advertising and marketing material is entirely for our own benefit and may not be relied upon to ensure compliance of such materials with applicable laws.

Advertising Cooperatives.

We may establish or direct the establishment of advertising cooperatives (each an "Advertising Cooperative") in any geographical areas in which two or more Well Infused Centers are operating. If and when we establish or direct the establishment of an Advertising Cooperative, its governing documents will determine (i) the area or membership qualification, (ii) the amount that franchisees and participating corporate or affiliate owned Well Infused Centers will contribute to the Advertising Cooperative, and (iii) who will govern the Advertising Cooperative. Subject to our oversight, we anticipate that the decisions of each Advertising Cooperative will be made by majority vote of its members with each participating Well Infused Center having one vote. All activities of, and materials used by, the Advertising Cooperative are the subject to our approval. The governing documents of the Advertising Cooperative to the participating franchisees for review, and the financial statements of the Advertising Cooperative will be made available to its members upon request. We may change, dissolve or merge any Advertising Cooperative. Currently, we have not established any Advertising Cooperatives.

Online Presence

The term "Online Presence" means any website, domain name, email address, social media account, username, other online presence or presence on any electronic, virtual, or digital medium of any kind that refers to your Center, the Brand, us, or the System. You may neither establish any Online Presence related to the Marks (as defined in Item 13), Well Infused Centers, or the System nor promote your Center or any products or services or make any use of the Marks or any Online Presence without our prior written approval. We may condition our consent as we determine to be in the best interests of the Brand and System. If we approve the use of any such Online Presence in the operation of your Center, you will develop and maintain such Online Presence in accordance with our guidelines, including our guidelines for posting any messages or commentary on other third-party websites or other Online Presence. Unless we specify otherwise, we will own the rights to such Online Presence, and to take whatever action (including signing assignment or other documents) we request to evidence of our ownership of such Online Presence or help us obtain exclusive rights in such Online Presence. You must list and advertise your Center on all major internet search engines and on any other Online Presence or directories we require or authorize.

We may, but are not obligated to, provide you with a webpage or other Online Presence that references your Center on any system website we own or control, upon which, you must: (i) provide us the information and materials we request to develop, update, and modify the information about your Center; (ii) notify us whenever any information about your Center is not accurate; and (iii) pay our then current initial fee and monthly maintenance fee for the Online Presences that are dedicated to your Center. You acknowledge that we have final approval rights over all information on any system website. If you default under the Franchise Agreement, we may, in addition to our other remedies, temporarily remove references to your Center from any system website until you fully cure the default. All advertising, marketing, and promotional materials that you develop for your Center must contain notices of the system website's domain name in the manner we designate.

Grand Opening Advertising.

In addition to your other advertising obligations, we will require you to spend between $10,000 to $15,000 on a grand opening marketing program for your Center to take place on the dates we designate before and after your Center opens. You must spend this amount in addition to all other amounts you must spend on advertising specified above, and the amount you spend on grand opening advertising will not count towards your Local Marketing Expenditure for such year, or your Marketing Expenditure Cap.

Computer Hardware and Software.

You must, at your expense, purchase and maintain an entire computing system that meets the System Standards and the requirements of your Professional Entity and Medical Director ("Computer System"). The Computer System currently consists of electronic health records system, all required software, point-of-sale system and methods of payment that your Center may accept from clients for services, printers, tablets and label printer, music player, a personal computer including Microsoft Office, a managed switch, remote printers, magnetic swipe-card, pin or chip readers, DSL or other high-speed connections, managed security services, firewall, office printer/scanner, related cabling and a maintenance contract. The cost of purchasing the Computer System is between $5,000 to $10,000 (Item 7).

Subject to laws that regulate access to patient information, we will have the ability to independently access your Computer System at all times, including all data stored therein, including client data. We and our affiliates have no obligation to provide ongoing maintenance, repairs, upgrades, or updates to your Computer System. You must upgrade your Computer System when we decide it to be necessary and at your own cost. There are no contractual limitations on our ability to update System Standards related to the Computer System. We estimate your annual cost of required maintenance, updating, upgrading, and support contracts related to your Computer System will be in the range of $500 - $2,000, excluding the monthly Technology Fee that you will pay to us. You are also required to use Zenoti for point-of-sale services, which we estimate will cost $800 per month.

Operations Manual.

We provide information about our System Standards through our manuals (which may include memoranda and newsletters we issue to the franchise system) (collectively, the "Operations Manual"). Our current Operations Manual has 423 pages. We have provided the table of contents as Exhibit F to this Disclosure Document.

Training Program.

Currently, we do not conduct our training programs on a regular schedule; rather, we conduct them on an as-needed basis, but we may change the frequency of the program as we think is appropriate. No later than 2 weeks before the scheduled opening of your Center, your Required Trainees must complete our initial training program to our satisfaction. We do not charge a fee for providing initial training to your Required Trainees. Any replacement or substitute Required Trainee must complete, to our satisfaction, the portions of our initial training program applicable to their respective positions prior to serving in such positions, and we may charge a reasonable fee for providing training to any replacement or successor Required Trainees. We may also charge a reasonable fee for providing any additional or remedial training. You must also reimburse all costs and expenses incurred by our trainers in providing any training at your Center, including travel and living costs.

Each year beginning after your Center's first year of operations, your Required Trainees must complete, to our satisfaction and by the deadlines we establish, our annual training program. We may charge a reasonable fee for attendance at these programs (currently, $995 per Nurse Practitioner and $495 per person for other trainees).

We may require certain of your Owners and persons participating in the operation of your Center to attend meetings, conferences of persons involved in the ownership or operation of Well Infused Centers, and other industry related conferences. You must pay the registration fee for each such meeting and conference regardless of whether the persons required to attend on your behalf actually attend.

You are responsible for all travel and living expenses, wages, and benefits owed to, and other costs of, persons attending any training program or conference on your behalf or at your or our request.

We may provide on-site assistance with the initial opening of your Center. We will determine the timing, the identity of the person(s) providing, and the length of such assistance. We will not charge a fee for providing opening assistance, but if we determine it to be necessary to increase or re-schedule our available resources to accommodate the timing of the opening of your Center or the kind or extent of assistance we determine to be necessary, we may require that you reimburse our expenses associated with doing so. Our personnel supporting your Center's opening will not be responsible for the operation of your Center or providing or supervising Medical Services at your Center.

As of the date of this Disclosure Document, we provide the following initial training:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM/ ONLINE TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Office Systems	4	8	At a corporate Well Infused Center in Indiana or Florida

Administrative	4	8	At a corporate Well Infused Center in Indiana or Florida
Clinical	2	8	At a corporate Well Infused Center in Indiana or Florida
BioTe	4	0	At BioTe training conference event.
Tech / Equipment / EHR	2	8	At a corporate Well Infused Center in Indiana or Florida
Total	16 hours	32 hours	

Training will be conducted by (i) Elizabeth Mitchko, who has 11 years of experience in the subjects taught and one year of experience with us or our affiliates; (ii) Sarah Harding, who has six years of experience both in the subjects taught and with us or our affiliates; (iii) Dr. Steven Geanopulos, DC, who has over 20 years of experience in the subjects taught and has two years of experience with us or our affiliates; and (iv) Dr. Staci Blume who has 17 years of experience in the subjects taught and has two years of experience with us or our affiliates.

Training materials include management training program materials, team member training materials and the Operations Manual. The initial training program is designed to cover all phases of the operation of Well Infused Centers. Any individual attending the training who has not signed the form of Guaranty and Assumption of Obligations attached to the Franchise Agreement must execute a confidentiality agreement in the form provided by us. Any training or training materials provided by us or on our behalf relates solely to the performance of activities not regulated by laws governing the provision of Medical Services.

ITEM 12: TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we agree in the Franchise Agreement that, so long as you are in compliance with the terms of your Franchise Agreement, we will not, during the term of the Franchise Agreement, operate or authorize anyone else to own or operate a Well Infused Center within the "Designated Area" identified in your Franchise Agreement. This is referred to as your "Territorial Protection."

Determination of Designated Area.

Each Franchise Agreement that you and we sign will identify the address for the premises that you have proposed and that we have approved for the location of the Center and an area surrounding the Center that you and we will have agreed upon as part of our site approval process as the Center's "Designated Area." If, however, when the Franchise Agreement is signed, the premises have not yet been approved and the Designated Area has not yet been agreed upon, you must, within 180 days after the execution of the Franchise Agreement, locate and obtain our approval of the premises for your Center. If we are unable to agree on the premises or Designated Area within that time frame, we may terminate the Franchise Agreement, retain all fees paid as of that time, and exercise all other remedies arising from that failure.

There are no minimum requirements regarding the size or configuration of Designated Areas, but in each case we consider factors such as demographics (for example, number of people living and working in the area, income levels, and buying habits), other similar and complementary businesses and destinations in the area, traffic patterns and natural barriers impacting how people get to and move within the area, availability of potential sites, likely trade areas, and growth trends. Designated Areas are typically described on a map attached to the Franchise Agreement but may also be identified by other means including, for example zip codes, market

service areas (MSAs) or designated marketing areas (DMAs), streets, or official city or county boundaries.

To maintain the Territorial Protection described above you must comply with your obligations under the Franchise Agreement. You are not otherwise obligated to achieve minimum sales volumes, market penetration or other contingencies to maintain the Territorial Protection. We may revise the size or configuration of the Designated Area or suspend the Territorial Protection under the Franchise Agreement on renewal of the Franchise Agreement or if you fail to comply with your obligations under the Franchise Agreement.

We also do not restrict you from providing goods or services to any consumers regardless of where they reside. However, we may restrict your ability to solicit consumers within the areas for which other Well Infused Centers have Territorial Protection and within any similar areas surrounding Well Infused Centers that we or our affiliates own or operate.

Reservation of Rights.

Unless we expressly agree in the Franchise Agreement to refrain from engaging in any act or practice, we and our affiliates have all rights, without any compensation to you, to engage in any act or practice anywhere in the world, including the right to do and to authorize others to do the following (and you are not authorized to do any of the following):

(1) develop, own and operate, and license others to own and operate, Well Infused Centers using the System Standards and the Marks, at any location outside the areas covered by your Territorial Protections on such terms and conditions we deem appropriate;

(2) while we and our affiliates do not currently do so, and have no current plans to do so, we and our affiliates may develop or become associated with other businesses, including other health and wellness concepts and systems that offer the same or similar products, and/or award franchises under such other concepts for locations anywhere, including inside and outside of the areas covered by your Territorial Protection;

(3) acquire, be acquired by, merge or affiliate with, or engage in any similar transaction with any other businesses (whether or not competitive) and, following such transactions, convert or authorize such other businesses to be converted, at their then-existing locations, to Well Infused Centers, to continue operating under and be identified by the Marks or their then-existing name;

(4) market, offer and sell products and services similar to those offered by Well Infused Centers under a trademark or trademarks other than Marks at any location within and outside the Designated Area;

(5) market and sell anywhere (inside and outside the Designated Area), and grant to others the right to market and sell anywhere (inside and outside the Designated Area), products and services that are authorized for sale at Well Infused Centers through alternative channels of distribution (like mail order, the Internet, e-commerce and catalog sales, and product lines in other businesses) using the Marks or other trademarks and commercial symbols; and

(6) open and operate, or authorize others to open or operate, Well Infused Centers or limited service Well Infused Centers within Special Locations anywhere. “Special Locations” are hotels, resorts, health clubs, other health and well-being centers, sports arenas, entertainment facilities, military facilities, and any other similar locations (each a “Host Facility”) that offer space on their premises to third-party retailers or service providers that may provide goods or services to the general public but exist primarily for the benefit or convenience of the Host Facility’s

customers or guests, that require retailers and service providers to comply with rules set by the Host Facility, or that have limited visibility to or access by the general public.

Other Items

You have no right to change the location of your Center under the Franchise Agreement. If, on your request, we allow you to relocate your Center, we may condition our consent in any manner we choose including requiring you to pay us a fee.

The Franchise Agreement does not grant you any right of first refusal or similar rights to acquire additional development rights or franchises or to establish additional Well Infused Centers.

ITEM 13: TRADEMARKS

Well Infused Centers operate under the Brand and other trademarks, service marks and commercial symbols and trade names that we may authorize for use periodically (collectively, the "Marks"). We claim ownership of the Marks, and we have filed applications to register the following Marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

MARK	APPLICATION NUMBER	APPLICATION DATE
WELL INFUSED	98192336	September 22, 2023
Functional Fusion	98192340	September 22, 2023

We do not yet have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

The above are the principal Marks to be licensed to you. There are no effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of this state or any court, pending infringement, opposition or cancellation, or pending material litigation involving the Marks. All required affidavits for the Marks listed above have been filed.

We are not aware of anyone having superior rights of the Marks or any infringing use or anyone making a claim regarding our use, which could materially affect the use of the Marks.

Your right to use the Marks and the System comes only from the Franchise Agreement and is limited to the operation of your Center pursuant to and in compliance with the Franchise Agreement. Your use of the Marks and the System and any goodwill established by that use are exclusively for our and our affiliates' benefit, and your Franchise Agreement does not confer upon you any goodwill or other interest in the Marks (other than the right to use them in strict adherence to the Franchise Agreement). You must not ever contest the validity or ownership of any of the Marks or components of the System or help anyone else to do so.

You must not use any of the Marks or portion of any Mark as part of a corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols or in any modified way. You must not use any of our Marks in selling any unauthorized products or services, as part of any Online Presence (except as set forth in the Operations Manual or otherwise in writing by us), or in any way not expressly authorized by us in writing. Additionally, you must not use any of our Marks in connection with any advertisement to transfer, sell or otherwise dispose of your Center, an ownership interest in you, or any Operating Assets, without our prior written consent. You must give us notice of any trademark and service mark ownership and registrations as we specify. You must obtain fictitious or assumed name registrations as required by applicable law.

You will notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and you may not communicate with any person other than us and our affiliates, our attorneys, and your attorneys, regarding any such infringement, challenge, or claim. We and our affiliates may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other legal or administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any other reasonable action that, in the opinion of our and our affiliates' attorneys, are necessary or advisable to protect and maintain our and our affiliates' interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our and our affiliates' interests in the Marks. We will reimburse you for your costs of taking any action that we and our affiliates ask you to take.

We will reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under the Franchise Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we and our affiliates may defend and control the defense of any proceeding arising from your use of any Mark under the Franchise Agreement.

If at any time it becomes advisable, in our opinion, for us to modify or discontinue using any Mark or to use one or more additional or substitute trademarks or service marks, or modify any components of the System, you must comply with our directions within a reasonable time determined by us after receiving written notice from us. We will determine, in each instance, what time for compliance is reasonable, the length of which may vary based on the reason for the modification or discontinuance and the breadth and cost of making the change (for example, a shorter time may be required where the change is based on an actual or perceived threat of infringement versus where we are electing to make a change purely for marketing and branding purposes). We need not reimburse you for complying with our directions in that regard, for any loss of revenue due to any modified or discontinued Mark or component of the System, or for your expenses of promoting a modified or substitute Mark.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights.

We do not own any patents that are material to the franchise. However, we claim statutory and common law copyright and trade secret protection for several aspects of the System, our confidential information, methods, techniques and operational procedures, products, product specifications, design, decor, signage, Operations Manual, and all related materials including advertisement and promotion materials though such materials may not be registered in the USPTO. These materials are proprietary and confidential and are our or our affiliate's property and may be used by you only as provided in your Franchise Agreement.

We may authorize you to use certain works in which we claim copyright rights. These include the Operations Manual, advertisements, promotion materials, packaging, posters and signs and may include all or parts of the Marks, software, trade dress and other portions of the Well Infused franchise system. These are our or our affiliate's property. We and our affiliates have not registered any of our copyrighted materials but may do so at any time we or it deems appropriate. There are no effective determinations of any government agencies or any court regarding any materials as to which we claim copyright rights. There are no agreements in effect that significantly limit our right to use or license copyrighted materials. There are no infringing uses known to us which could materially affect your use of the copyrighted materials in any state.

We need not protect or defend any copyrighted works. We may control any action involving copyrighted works, even if you voluntarily bring the matter to our attention. We need not participate in your defense nor indemnify you for damages or expenses in a proceeding involving the copyrighted works.

If you develop any methods, formulas, specifications, processes, procedures, programs, projects, works of art or other materials in the course of operating your Center, which we approve for use and/or sale in the Well

Infused Centers, it will be deemed to be a work made-for-hire belonging to us or our affiliates and automatically become our or its property. To the extent it is not deemed to be a work-made-for-hire, you assign all rights and ownership to us. At our request you must sign documents and take action any we ask to enable us to secure all rights in us. If you do not, then we can sign and act on your behalf as your attorney-in-fact.

Confidential Information.

During the course of your ownership and operation of your Center, you, your Owners, and certain other personnel of your Center may have access to non-public information about the System and the operation of Well Infused Centers, which includes our and our affiliates' proprietary information and other confidential information and trade secret (collectively, the "Confidential Information"). Any improvements you develop to our Confidential Information and the client lists and databases you obtain in connection with the operation of your Center will be our Confidential Information. Our Confidential Information does not include (i) any information, materials, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates; (ii) any personal information of your, your affiliates', or your Center's employees, officers, contractors, owners or other personnel; and (iii) such other personal information that we designated as Restricted Information under the Franchise Agreement.

You and your Owners will not acquire any interest in our Confidential Information other than the right to use it in operating your Center. You must and must cause your Owners and representatives to process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Center in accordance with your Franchise Agreement and in accordance with our System Standards. You and your owners must maintain the absolute confidentiality of the Confidential Information during and after the expiration or termination of the Franchise Agreement. You and your owners can divulge the Confidential Information only to your personnel who must have access to it to operate your Center, and you must require such persons to sign a confidentiality agreement, the provisions of which are no less restrictive than your obligations under the Franchise Agreement, in the form approved or designated by us. Neither you nor your owners are permitted to make unauthorized copies, record or otherwise reproduce the materials or information or make them available to any unauthorized person.

The goodwill associated with all phone and fax numbers, email addresses, domain names and social media and other Internet addresses and Online Presence used in operation of your Center is an asset that belongs to us. On cancellation, termination or expiration of the Franchise Agreement you will be deemed to have assigned to us or our designee all rights, title and interest in and to these and/or service associated with these. You must sign instruments we request to further confirm the assignments and transfers to us. On our request you must notify the phone companies, internet service providers, listing agencies, websites and others whom we request that you notify, of the termination, cancellation or expiration and transfer to us of all right to use of these and any regular, classified or other phone directory listing associated with the marks and give notice of making the transfer to us.

We will be entitled to obtain restraining orders and injunctive relief to safeguard our proprietary and Confidential Information.

We can change, update or modify the System, adopt and using new or modified trade names, trademarks, service marks or copyrighted materials, products, equipment, point-of-sale system, computers, technologies, techniques, marketing, promotion and any other aspects or elements. We will tell you of modifications through the Operating Manual or other means we select, and you must comply with and implement them as we direct. You may not modify or alter the System.

We rely on your agreement to deal exclusively with us. You therefore agree that neither you and any of your Owners nor any of your or your Owners' immediate family members will: (i) have any direct or indirect interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business (defined below), wherever located or operating (except for equity ownership of less than 5% of a Competitive Business listed on a recognized United States stock exchange); (ii) perform services for, provide benefits to, or receive benefits from, in any capacity, a Competitive Business, wherever located or operating; (iii) divert or attempt to divert

any actual or potential business or client of your Center to a Competitive Business; (iv) interfere or attempt to interfere with us or our affiliates' relationship with any vendors, franchisees or consultants; or (v) directly or indirectly, appropriate, use or duplicate the System or System Standards, or any portion thereof, for use in any other business or endeavor. These restrictions apply globally (everywhere) during the term of the Franchise Agreement. On termination or expiration of the Franchise Agreement, they apply for two years and within a 10-mile radius of your Center or any other Well Infused Center.

The term "Competitive Business" means any business other than a Well Infused Center that (1) generates or is expected to generate at least 20% of its revenue, in the aggregate, from providing IV nutrition, hormone, ozone, salt room, and regenerative therapies, vitamin shots, functional labs, breast thermography, weight loss peptides products, or other products or services then-offered by Well Infused Centers periodically, or (2) franchises, licenses or otherwise grants to others the right to operate or provides services to such aforementioned businesses. Subject to applicable laws, you agree to obtain the written agreement of your Owners, your Required Trainees, and your other personnel we specify to comply with your and their non-compete obligation. We may regulate the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

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

If you are not a natural person, each of your Owners that has any direct or indirect ownership interest, must sign a guaranty of your obligations under the Franchise Agreement (the form is attached to the Franchise Agreement as Attachment A). Each person signing a guaranty assumes and agrees to discharge all of your obligations (i.e., the franchisee's) under the Franchise Agreement. The spouse of any Owner who is not themselves an Owner must consent in writing to their spouse's execution of the guaranty. Each Owner signing the guaranty agrees to be bound to provisions of the Franchise Agreement applicable to such person.

If you are not a natural person then one of your Owners that you designate, and we approve, will be the "Managing Owner" of your Center. Your Managing Owner will be authorized, on your behalf, to deal with us in all matters that arise in respect of the Franchise Agreement. We will be entitled to rely on the decision of the Managing Owner without being obligated to seek approvals of your other Owners. We do not require you or your Owners to participate personally in the direct operations of your Center. You must, at all times, designate, a natural person who is acceptable to us to manage and oversee the day-to-day non-clinical operations of your Center (the "General Manager").

You must enter into a Management Services Agreement with the Professional Entity pursuant to which the Professional Entity will make a Medical Director available to you, and you will, in exchange for a monthly management fee paid to you by the Professional Entity, provide or arrange for certain non-clinical administrative services to the Professional Entity and the Medical Director. Subject to applicable laws, you must engage at least one Nurse Practitioner to administer certain Medical Services under the supervision of the Medical Director and the Professional Entity.

You are solely responsible for all decisions relating to your relationship with your personnel and the activities they perform at your Center, including their recruitment, the decision whether to retain them, the terms and conditions of their retention, all aspects of their work assignments, their hours and schedules, safety and security protocols they must follow, any disciplinary actions, their supervision, and any decisions to terminate their relationship with you or your Center. You must ensure that all personnel who work at your Center are properly licensed, certified, registered with appropriate authorities, trained, educated, and experienced to perform the tasks assigned to them or in which they are likely to engage in connection with their relationship with you or your Center. You must ensure that if applicable law permits certain activities to be performed by unlicensed personnel under the direct supervision and control of a lawfully licensed certified professional, such activities are supervised and controlled. You shall be considered the employer of all employees and the principal of all independent contractors of your Center, excluding the Medical Director, Nurse Practitioner, and all other

medical personnel provided by (or required by applicable law to be provided by) the Professional Entity.

The Medical Director, General Manager, and Nurse Practitioner may, but need not, be your Owners; however, they must be acceptable to us. Prior to the opening of your Center, your Managing Owner, General Manager, and Nurse Practitioner must complete our initial training program to our satisfaction, and they must also complete to our satisfaction any other training programs we may periodically designate. If your General Manager or Nurse Practitioners have not signed a Guaranty, they must, subject to the applicable laws, sign our then-current form of confidentiality and non-competition agreement; however, you are responsible for ensuring that our form of confidentiality and non-competition agreement complies with all applicable laws.

You must not change or replace your Managing Owner, Professional Entity, Medical Director, Nurse Practitioner, or General Manager without our prior written consent and must promptly notify us in writing if any of them cannot continue or no longer qualify to serve as such and must take corrective action within 30 days thereafter. During that period, you must provide for interim management of your Center in accordance with our System Standards.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The franchisees of Well Infused Centers offer and sell certain non-medical products and services to their clients that are specifically designated by us periodically and provide or arrange for certain non-clinical and administrative services that are requested by the Medical Director. We do not require Well Infused franchisees to practice medicine, hire licensed health care professionals or provide training to them, provide Medical Services, or exert control over the delivery or supervision of Medical Services; however, we require each Well Infused franchisee to (i) enter into the Management Service Agreement with our designated Professional Entity to engage a licensed Medical Director who is acceptable to us and who will use its independent medical judgement, perform or, where permitted, supervise the performance of Medical Services at the franchisee's Well Infused Center, and (ii) subject to applicable laws, engage at least one Nurse Practitioner to administer certain Medical Services under the supervision of the Medical Director and the Professional Entity.

You will: (i) offer and sell from your Center all non-medical products and services in the manner that we periodically specify; (ii) not offer or sell at or from your Center or any other location any products or services we have not authorized, including any Medical Services; (iii) not either directly or indirectly supervise, control, or interfere with the provision of Medical Services unless you are qualified and licensed under applicable law to do so; and (vi) discontinue selling and offering for sale any products or services that we at any time disapprove. There is no limit on our right to change the goods or services that you can and cannot sell at and from your Center. In some instances, subject to applicable laws and other factors such as size of the Well Infused Center and surrounding demographics, certain Well Infused Centers may offer, or provide non-clinical administrative services to the Medical Director to support the provision of certain optional services that we approve periodically.

The Professional Entity will offer, provide, and supervise, through your Medical Director, all Medical Services at your Center and make all determinations in respect thereof in accordance with its independent medical judgment. Your Nurse Practitioner will administer and supervise the administration of certain Medical Services that registered nurses are permitted under applicable law to administer and supervise.

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

THE FRANCHISE RELATIONSHIP

The following tables list certain important provisions of the franchise agreement. You should read these provisions in the agreements attached to this Disclosure Document.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 2.A	Unless sooner terminated, 10 years.
b. Renewal or extension of the term	Section 14.A	If you are in substantial compliance with the Franchise Agreement, you may extend the term for two additional consecutive terms of 10 years each.
c. Requirements for franchisee to renew or extend	Section 14.A	You must: give at least 180 days' prior notice (no earlier than 365 days prior to end of term); take all steps to bring your Center into full compliance with repair, replace and update equipment and premises to our then-current System Standards; must have been in compliance with the Franchise Agreement throughout the franchise term; and your affiliates must, not be in breach of any agreement with us or our affiliates; have right to remain in possession of the premises for your Center; execute our then-current Franchise Agreement and general release (unless prohibited by law); renew your Management Services Agreement with the Professional Entity for the entire duration of the successor term; and pay a successor fee. The successor Franchise Agreement may contain terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements. We will be under no obligation to grant you a successor franchise if, at the time of renewal, we are not granting franchises for Well Infused Centers in your state.
d. Termination by franchisee	Section 15.A	You may terminate the Franchise Agreement if we materially breach the Franchise Agreement and do not cure such default (or do not provide you with reasonable evidence of our effort to cure such default) within 30 days after our receipt of written notice from you.
e. Termination by franchisor without cause	Not Applicable	Not Applicable.
f. Termination by franchisor with cause	Section 15.B	Subject to applicable state law, we may terminate only if you or your Owners, as applicable, commit one of several violations described in the Franchise Agreement described rows g and h below, including for your failure to cure defaults within the applicable cure period (if any) under other agreements executed with us or our affiliates.
g. "Cause" defined - curable defaults	Section 15.B	Subject to applicable state law, under the Franchise Agreement, you have: 21 days to cure your trainees' failure to complete the initial training to our satisfaction; 72 hours to cure a violation of any law, ordinance, rule or regulation; 5 days to cure monetary defaults; 10 days to cure failure to maintain required insurance; 15 days to cure quality assurance audits; 30 days to cure operational

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		defaults and other defaults not listed in (h) below; and cure period (if any) under other agreements executed with us or our affiliates to avoid cross default.
h. "Cause" defined - non-curable defaults	Section 15.B	Non-curable defaults under the Franchise Agreement include: material misrepresentations or omissions; failure to secure site for your Center within 180 days after the Franchise Agreement's effective date; failure to open your Center on time; closure, failure to operate for more than 3 days, or other abandonment; conviction of a felony; dishonest or unethical conduct; unapproved transfers; your or your Owners' insolvency; lose the right to occupy the premises; unauthorized use or disclosure of the Operations Manual or other confidential information; failure to pay taxes; understatement of Gross Sales 3 or more times; repeated defaults (even if cured); your insolvency; failure to comply with anti- terrorism laws; health and safety risks; your failure to enter into a management services agreement with a Professional Entity and designate a Medical Director acceptable to us; your failure to comply with or enter into the Management Services Agreement; and failure to cure defaults under other agreements with us or our affiliate within the applicable cure period, if any.
i. Franchisee's obligations on termination /non-renewal	Sections 16.A, 16.B, and 16.D	Under the Franchise Agreement, you must: pay us all amounts owed to us and our affiliates; cease operating your Center and using the Marks; cease identifying yourself as a current or former franchisee; de-identify your Center; return to us or, at our direction, destroy all items, forms and materials containing any Confidential Information or Mark; cancel all fictitious or assumed names; cease using or operating any Online Presence; comply with confidentiality requirements and post-termination non-competition covenants; and at our option, sell or assign to us your rights in your Center premises and the assets used in the business.
j. Assignment of contract by franchisor	Section 13.A	No restriction on our right to assign.
k. "Transfer" by franchisee - definition	Section 13.B	Includes voluntary or involuntary sale, assignment, transfer, conveyance, gift, pledge, mortgage, or otherwise disposal of or encumbrance of any direct or indirect interest in the Franchise Agreement, your Center or its assets (other than in ordinary course of business), your right to possession of the premises, or any direct or indirect ownership interest in you (if you are an entity).
l. Franchisor's approval of transfer by franchisee	Section 13.B	All transfers by you or your owners are subject to our approval. but we will not unreasonably withhold or delay approval.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
m. Conditions for franchisor approval of transfer	Section 13.C	Your Center has opened for business; you or transferee must provide all application materials and satisfy all selection criteria; you (and your Owner) are in compliance with the Franchise Agreement; you must provide transfer documents and transfer must meet our criteria; you (and your Owners) and transferee (and its owners) must sign all documents required by us in connection with transfer (including then-current Franchise Agreement); transferee upgrades, remodels and/or refurbishes your Center; the transfer must not place your Center in undue financial or operational risk; you (and your owners) sign a general release (unless prohibited by state law) and a non-competition covenant; your Center is being operated in all respects in compliance with our System Standards and you are current on all your payment obligations in connection with your Center; whether, if you or your Owners offer the transferee financing for any part of the purchase price, you and your Owners are willing to agree that all of the transferee's obligations under promissory notes, agreements, or security interests in your Center will be subordinate to the transferee's obligation to pay amounts it owes to us, our affiliates, and third party vendors and otherwise to comply with the Franchise Agreement; all mandatory training for transferee has been completed and paid for; all approvals relating to the proposed transfer (including any landlord notices or consents) have been given or obtained, as required, with copies provided to us payment of transfer fee; upon our request the transferee signs our then-current form of Management Services Agreement and provides us an executed copy of the Management Services Agreement; and all business operations (insurance and licenses) are transferred.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13.G	If you receive an offer to sell or transfer an interest, direct or indirect, in the Franchise Agreement, your Center or any direct or indirect ownership interest in you (if you are an entity), we have a right of first refusal to purchase such interest offered for the price and on the terms and conditions contained in the offer with certain provisions; if this right is not exercised within 30 days of our receipt of notice of such intention to sell or transfer, then you may sell or transfer in accordance with items (k) through (m) of this Item 17.
o. Franchisor's option to purchase franchisee's business	Section 16.B	We may upon 30 days' written notice to you exercise our right to purchase your Center upon (i) expiration of the Franchise Agreement without grant of a successor franchise; (ii) our termination of the Franchise Agreement; and (iii) your termination of the Franchise Agreement without cause. The purchase price for your Center will be

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		the net realizable value of the tangible assets in accordance with the liquidation basis of accounting.
p. Death or disability	Section 13.D	Your (or your Owner's) interest must be transferred to someone approved by us within 6 months after the date of death or disability. Such transfers are subject to the same terms and conditions as inter vivos transfers and are subject to our right of first refusal to purchase the interest.
q. Non-competition covenants during the term of the franchise	Section 8.A	Neither you nor any of your Owners and your and their immediate family members may have any involvement, directly or indirectly, in a Competitive Business. Subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 16.A(7)	You, your Owners, and your and their immediate family members will not have any involvement, directly or indirectly, as an owner, investor, partner, director, officer, employee, consultant, lessor, representative, or agent in any Competitive Business for two (2) years at the premises of your Center, within a 10-mile radius of the premises of your Center or any Well Infused Center in existence or under development at time of termination or expiration of Franchise Agreement.
s. Modification of the agreement	Section 19.B	Except for our right to modify the System and the System Standards there can be no modifications except in writing and signed by both you and us.
t. Integration/merger clause	Section 19.G	Subject to applicable state laws, only the written terms of the Franchise Agreement and other related written agreements are binding. Any representation or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. However, nothing in the Franchise Agreement is intended to disclaim the representations we made in the Disclosure Document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Section 18.A	Subject to applicable state laws, we (and our affiliates) and you (and your affiliates) must arbitrate all disputes at a location in or within 50 miles of our or, as applicable, our successor's or assign's then current principal place of business (currently Naples, Florida).
v. Choice of forum	Section 18.B	Subject to applicable state laws, you must sue us in the state where our or, as applicable, our successor's or assign's corporate headquarters are located (currently Naples, Florida).
w. Choice of law	Section 18.C	Subject to applicable state laws, the Franchise Agreement will be construed, and all disputes related to or arising in connection with the Franchise Agreement will be resolved, in accordance with Florida law.

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote this 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.

This Item contains a historic financial performance representation of our two affiliate owned locations in 2025. This Item also financial representations from our franchisee owned outlet in Tell City, Indiana that is owned and operated by a franchisee who is a nurse practitioner from its opening in September 2025 through March 2026. Tell City, Indiana is in a rural area with less than 25,000 people in a 5 square mile radius. Our affiliate owned outlets operate in substantially the same manner and offer the same goods and services that our franchised outlets offer, but do not have any territorial restrictions nor are they required to pay any franchise related fees.

	Noblesville, IN				**Naples, FL**			
	JAN 1 - DEC 31 2025	% OF INCOME	JAN 1 - DEC 31 2024	% OF INCOME	JAN 1 - DEC 31 2025	% OF INCOME	JAN 1 - DEC 31 2024 (PY)	% OF INCOME
Income								
Total for Memberships	593,733	36.3 %	363,102	25.9 %	98,918	19.2 %	56,821	10.9 %
Total for Packages	198,688	12.1 %	239,323	17.1 %	8,232	1.6 %	11,295	2.2 %
Total for Products	456,999	27.9 %	422,711	30.2 %	138,233	26.8 %	107,822	20.7 %
Total for Services	332,531	20.3 %	361,354	25.8 %	270,420	52.4 %	345,179	66.2 %
Total for Income	**1,635,650**	**100.0 %**	**1,401,100**	**100.0 %**	**515,803**	**100.0 %**	**521,118**	**100.0 %**
Cost of Goods Sold								
Total for Cost of Services	433,617	26.5 %	485,909	34.7 %	150,436	29.2 %	171,235	32.9 %
Total for Supplements	218,542	13.4 %	180,539	12.9 %	52,406	10.2 %	43,882	8.4 %
Total for Retail Purchases	222,197	13.6 %	182,457	13.0 %	95,359	18.5 %	104,526	20.1 %
Total for Cost of Goods Sold	**655,814**	**40.1 %**	**668,366**	**47.7 %**	**245,794**	**47.7 %**	**275,760**	**52.9 %**
Gross Profit	**979,836**	**59.9 %**	**732,734**	**52.3 %**	**270,009**	**52.3 %**	**245,357**	**47.1 %**

Tell City, IN

	Sep-25	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**	**Total**	**%**
Total Income	$ 54,854	$ 64,058	$ 50,986	$ 54,622	$ 62,929	$ 54,867	$ 59,147	**$ 401,463**	
COGS	$ 26,323	$ 32,825	$ 27,346	$ 25,723	$ 36,410	$ 24,985	$ 28,957	**$ 202,570**	50.5%
Gross Profit	$ 28,532	$ 31,232	$ 23,640	$ 28,899	$ 26,518	$ 29,882	$ 30,190	**$ 198,894**	49.5%
Ad & Mkt	$ 3,052	$ 7,463	$ 3,987	$ 257	$ 10	$ 805	$ 10	**$ 15,584**	3.9%
Equipment Lease	$ 215	$ 696	$ 535	$ 535	$ 910	$ 811	$ 811	**$ 4,512**	1.1%

Rent	$ 2,500	$ 2,315	$ 2,315	$ 2,500	$ 2,500	$ 2,500	$ 2,500	**$ 17,130**	4.3%
Utilities	$ 138	$ 618	$ 409	$ 310	$ 207	$ 306	$ 829	**$ 2,818**	0.7%
Facilities & Equipment	$ 2,853	$ 3,629	$ 3,259	$ 3,345	$ 3,617	$ 3,616	$ 4,140	**$ 24,460**	6.1%
								$ -	
General Business	$ 2,349	$ 1,555	$ 1,669	$ 2,458	$ 940	$ 875	$ 1,186	**$ 11,033**	2.7%
Royalty	$ -	$ 5,647	$ 8,584	$ 6,407	$ 4,909	$ 5,614	$ 5,878	**$ 37,038**	9.2%
Office/General Admin	$ 740	$ 7,416	$ 9,743	$ 7,383	$ 5,751	$ 6,800	$ 6,791	**$ 44,625**	11.1%
Total for Payroll Expenses	$ -	$ 5,442	$ 3,597	$ 3,629	$ 3,290	$ 4,289	$ 4,346	**$ 24,593**	6.1%
Total Expenses	$ 9,154	$ 25,906	$ 24,223	$ 20,283	$ 14,841	$ 16,986	$ 17,838	**$ 129,231**	32.2%
NOI	**$ 19,378**	**$ 5,326**	**$ (583)**	**$ 8,616**	**$ 11,677**	**$ 12,896**	**$ 12,353**	**$ 69,663**	**17.4%**

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or affiliate-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 our management by contacting Dr. Staci Blume, Well Infused Franchise LLC, 16347 Viansa Way Unit 301 Naples, Florida 34110; (317) 628-0449, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2023 to 2025

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

1 Each of the years reflected in tables 1 to 4 of this Item 20 are calendar years, each ending December 31 of the applicable year.

2 These numbers reflect the Well Infused Centers owned by our affiliate.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

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

Table No. 3
Status of Franchise Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	1	0	0	0	0	0	1

Table No. 4
Status of Company-Owned Outlets[1]
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Indiana	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

Total	2023	1	1	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2

1 These numbers reflect Well Infused Centers owned by our affiliate.

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company- Owned Outlet in the Next Fiscal Year
Indiana	0	0	0
Texas	1	2	0
Virginia	1	1	0
South Carolina	1	1	0
Wisconsin	1	1	0
Total	4	5	0

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

During the last 3 fiscal years, we haven't had any franchisees, so no franchisee has signed confidentiality clauses that restrict it from discussing with you their experiences as a franchisee in our franchised system, and there are no trademark-specific franchisee organizations representing Well Infused franchisees.

ITEM 21: FINANCIAL STATEMENTS

Well Infused was formed on July 22, 2024. We began offering franchises for Well Infused Centers on July 2024. Because we have not been in business for three years, we are not able to include the three prior years of audited financial statements normally required by this Item 21. Our audited financial statements for fiscal years ending December 31, 2025 and December 31, 2024 are attached as Exhibit E.

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

The following contracts are attached as exhibits to this Disclosure Document:

Exhibit B – Franchise Agreement
Exhibit C – Management Services Agreement
Exhibit G – Sample General Release
Exhibit H – State Riders

ITEM 23: RECEIPTS

Two copies of a detachable receipt acknowledging your receipt of this Disclosure Document (one copy is for you and the other is to be signed by you and given to us) appear as Exhibit I.

EXHIBIT A

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau, Franchise Section	Attention: New York Secretary of State

State	State Agency	Agent for Service of Process
	28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910	North Dakota Insurance Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 (803) 734-2166	Legalinc Corporate Services Inc. 1591 Savannah Highway Suite 201 Charleston, SC 29407
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

WELL INFUSED FRANCHISE LLC

FRANCHISE AGREEMENT

Franchisee: _____

Center Number: _____

Center Address: _____

WELL INFUSED FRANCHISE LLC

FRANCHISE AGREEMENT

DATA SHEET

1. **Effective Date of Agreement**: _____

2. **Franchisee**:

Name:	
Address:	
Attention:	
Email Address:	
Phone:	
Date of Formation:	
State of Formation:	

3. **Business Entity Type** (check one):

□ Limited liability company

□ Partnership

□ Corporation

□ Others _____

4. **Franchisee's Direct and Indirect Owners**.

Name	Address	Type of Interest	Percentage Held	Licensed to provide Medical Services at your Center?
				□ Yes □ No
				□ Yes □ No
				□ Yes □ No
				□ Yes □ No
				□ Yes □ No
				□ Yes □ No
				□ Yes □ No
				□ Yes □ No
		Total	100%	

5. **Premises** [Section 2.A]: _____

6. **Designated Area** [Section 2.B]: _____

7. **Search Area** [Section 3.A] (check one):
□ N/A

□ The area shown on the following map:

[attach map]

8. **Certain Fees**:

(a) **Initial Franchise Fee** [Section 4.A]: □ $50,000 □ $_____

(b) **Royalty** [Section 4.B]**:** □7% of Gross Sales □ Other $_____

(c) **Project Management Fee** [Section 4.D]**:** □ $15,000 □ Other $_____

(d) **Training Fees** [Section 5.A]

(i) Annual Training: □ $995 per Nurse Practitioner & $495 for other trainees

□ Other $_____

(ii) Replacement/Remedial/Additional Training Fee: □ $1,500 per trainee for providing training at our designated training facility

□ $2,500 per trainee for providing training at your Center

□ Other $_____

(e) **Technology Fee** [Section 9.C]: □ $400 □ Other $_____

(f) **Brand Fund Contribution** [Section 10.B]: □ 2% of Gross Sales □ Other $_____

9. **Initial Required Personnel** [Section 9.A]:

Position / Title	**Name and Contact Information (Initial)**
Managing Owner	
Professional Entity	
Medical Director	
General Manager	
Nurse Practitioner	

10. **Local Marketing Expenditure** [Section 10.C]: □ greater of $500 per month or 2% of Gross Sales per month (but excluding from the calculation of this 2% of Gross Sales all sales for Medical Services (as defined below) which are provided by the professionals medical practice entity with which the Franchise has various contractual/business relationships for the practice to operate a medical office in the Center, all as described below). □ Other $_____

11. **Additional Terms or Modifications to the Agreement**. The following terms, if any, supplement or amend the provisions of the Franchise Agreement Terms attached hereto and will control in the event of any conflicts:

[insert as applicable]

12. **Acknowledgement and Acceptance of Agreement**. By signing below, you represent and warrant to us that the information contained in this Data Sheet is true and correct and acceptable to you. The parties, intending

to be legally bound, accept and agree that this Data Sheet and the accompanying Franchise Agreement Terms (together, the "**Agreement**") describe their respective rights and obligations, and each agrees to be bound thereto and to perform as set forth therein.

IN WITNESS WHEREOF, the parties have executed and delivered this Data Sheet on the dates noted below.

WELL INFUSED FRANCHISE LLC, a Wyoming limited liability company

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

FRANCHISEE:

_____
[Name]

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

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FRANCHISE AGREEMENT TERMS

The following Franchise Agreement terms (these "**Terms**") form an integral part of the Agreement between **Well Infused Franchise LLC**, a Wyoming limited liability company having its address at 16347 Viansa Way Unit 301 Naples, Florida 34110 ("**us**") and the party signing the attached Data Sheet as the "Franchisee" ("**you**").

1. *PREAMBLES.*

A. *BACKGROUND.*

We grant franchises (each a "**Franchise**") for developing, owning, and operating businesses (each a "**Well Infused Center**") that: (i) arrange and provide, through various services agreements and other contractual arrangements for management/administrative, non-clinical staffing and other support services, office space and other facilities, for professional medical practice entities owed by licensed physicians to perform certain services in its medical office located in the Center which, in certain states, can only be provided by or under the supervision of a licensed physician or other licensed medical provider in a professional entity ("**Medical Services**"); (ii) that provide certain other wellness services that are not Medical Services which can be provided by the business as a non-professional entity; and (iii) that offer and sell certain over the counter, non-prescription wellness- focused products to their clients. Well Infused Centers are currently identified by the trademark "Well Infused™" (together, with such other trademarks, service marks, trade names, and commercial symbols we periodically designate, the "**Marks**") and are developed and operated using certain specified business formats, methods, procedures, designs, layouts, standards, and specifications, each of which we may replace, further develop, or otherwise modify or discontinue from time to time (collectively, the "**System**").

You have requested that we grant you a Franchise, and, to support your request, you and, as applicable, your Owners (as defined below) have provided us with certain information about your and their background, experience, skills, financial condition, and resources (collectively, the "**Application Materials**"). In reliance, in part, on the Application Materials, we are willing to grant you the Franchise on the terms and conditions contained in the Agreement. Your Well Infused Center is referred to as your "**Center**."

B. *BUSINESS ENTITY.*

If you are not a natural person, you agree, represent and warrant to us that: (1) you were validly formed and are qualified to conduct business in the state in which you were formed and in the jurisdiction in which your Center will be located; (2) you will maintain, throughout the Term (defined below), your existence and good standing under the laws of the state of your formation and remain qualified to conduct business in the state in which you operate your Center; (3) the attached Data Sheet accurately reflects information regarding all of your direct and indirect owners (each an "**Owner**") and their interests in you as of the Effective Date; (4) each of your Owners that has direct or indirect ownership interests in you will sign and deliver to us our then-standard form of Guaranty and Assumption of Obligations (the "**Guaranty**"); (5) you will designate, subject to our approval, one of your Owners who is a natural person and who will have the authority of a chief executive officer who is and will be authorized, on your behalf, to deal with us in all matters that arise in respect of your Center; (6) the only business that you will own or operate during the Term will be the activities described in the Agreement and the ownership and operation of the Center pursuant to the Agreement; and (7) at our request, you will furnish us with true and correct copies of all documents regarding your formation, existence, standing, and governance. Our current form of Guaranty is attached hereto as Attachment A. The non-owner spouse of each guarantor must also sign the Guaranty in the capacity and for the purposes reflected in the Guaranty.

2. *THE FRANCHISE.*

A. *GRANT.*

We hereby grant you the right to develop, own, and operate a Well Infused Center solely at the "**Premises**" identified on the attached Data Sheet or that we subsequently approve as described in Section 3 below, for a term

beginning on the Effective Date and, unless sooner terminated as provided herein, expiring at the close of regular business on the day preceding the 10th anniversary of the Effective Date (the "**Term**"). You agree that your Center will not offer its products or services at or from any location other than the Premises and that you will use the Premises only to house and operate your Center. You also agree that, once your Center opens for business, you will continuously operate it in accordance with these Terms throughout the entire duration of the Term.

B. *EXCLUSIVITY; RESERVATION OF RIGHTS.*

As long as you are in compliance with these Terms, we will not, during the Term, develop, own or operate or authorize anyone else to develop, own or operate a Well Infused Center located within the Designated Area identified on the attached Data Sheet. Unless we have expressly agreed in these Terms to refrain from engaging in any act or practice, we and our Affiliates have and retain all rights to engage in any act or practice anywhere in the world, including the right to do and to authorize others to do the following:

(1) develop, own, and operate, and license others the right to develop, own, or operate, any business (including Well Infused Centers) using the System Standards (as defined in Section 5.E) and/or the Marks, at any location outside the Designated Area on such terms and conditions we deem appropriate;

(2) develop or become associated with other businesses, including other health and wellness concepts and systems, and/or award franchises under such other concepts for locations anywhere, including inside and outside of the Designated Area;

(3) acquire, be acquired by, merge or affiliate with, or engage in any similar transaction with other businesses located anywhere within and outside the Designated Area (whether or not competitive) and, following such transaction, convert or authorize such other businesses to be converted, at their then-existing locations, to Well Infused Centers, to incorporate components of the Well Infused Centers System in their operations, or to continue operating under and be identified by the Marks or their then-existing name;

(4) market, offer and sell products and services similar to those offered by Well Infused Centers under trademarks other than the Marks at any location within and outside the Designated Area;

(5) market and sell anywhere (inside and outside the Designated Area), and grant to others the right to market and sell anywhere (inside and outside the Designated Area), products and services that are authorized for sale at Well Infused Centers through alternative channels of distribution (like mail order, the Internet, e-commerce and catalog sales, and product lines in other businesses) using the Marks or other trademarks and commercial symbols; and

(6) open and operate, or authorize others to open or operate, Well Infused Centers or limited service Well Infused Centers within Special Locations anywhere. "**Special Locations**" are hotels, resorts, health clubs, other health and well-being centers, sports arenas, entertainment or military facilities, and any other similar locations (each a "**Host Facility**") that offer space on their premises to third-party retailers or service providers that may provide goods or services to the general public but exist primarily for the benefit or convenience of the Host Facility's customers or guests, that require retailers and service providers to comply with rules set by the Host Facility, or that have limited visibility to or access by the general public.

3. *DEVELOPMENT AND OPENING OF YOUR CENTER.*

A. *LOCATING AND SECURING POSSESSION OF THE PREMISES.*

You are entirely responsible, at your expense, for doing everything necessary to develop and open your Center in accordance with these Terms, including, subject to our prior written acceptance, locating, selecting, and securing possession of the Premises from which your Center will operate. If the Premises are not identified in the attached Data Sheet when you sign the Agreement, you must locate and obtain our approval of Premises located within the Search Area identified on the attached Data Sheet within 180 days after the Effective Date. You must provide any information we request to aid in our evaluation of your proposed Premises. We may evaluate the

proposed Premises based on any criteria we believe are relevant. Criteria that may have been effective for some premises might not accurately reflect the potential for all premises, including yours. Demographic and other factors could change after we accept the Premises. Our approval of the Premises is entirely for our own benefit and may not be relied upon as representations, warranties, or indications of any kind, including as to the suitability of the Premises or the likelihood of success of your Center at the Premises.

You must secure possession of the Premises within 90 days following our approval, by signing a lease, sublease or other agreement that allows you to develop and operate your Center at the Premises for the entire Term (the "**Lease**"). You may not, however, sign the Lease until you have received our written approval of its terms. As a condition to our acceptance of the Lease, we may require the Lease to include certain provisions that we require from time to time to protect and maintain the Well Infused brand and the System. If the landlord of the Premises requires changes to our standard lease terms, we may require you to reimburse the expenses we incur to review the Lease for the Premises. If we accept the Lease, we do so for our own purposes, and we make no representation or warranty as to the quality or suitability of the Lease or its terms for your purposes. We recommend you obtain the advice of your own professional advisors before signing it. You must provide us a copy of the fully executed Lease (together with all exhibits) within 10 days after its execution.

B. *DEVELOPMENT AND OPENING OF YOUR CENTER.*

We will provide you our then-current prototypical plans showing the standard layout and placement specifications for all required equipment, supplies, the Computer System (defined below), furniture, fixtures and signs (all of the foregoing being referred to, collectively, as the "**Operating Assets**"). You must, by the earlier of 180 days after you sign the Lease, or 365 days after signing the Agreement, do all things necessary to develop and open your Center in accordance with these Terms, the System Standards, and applicable laws, including adapting the prototypical plans; acquiring and installing the Operating Assets; constructing your Center using approved vendors; retaining and paying all architects and contractors; securing all required operating permits, licenses, and insurance coverage to operate your Center; and retaining and training all necessary employees and contractors in compliance with applicable laws.

You may not open your Center for business until: (1) the Professional Entity (as defined herein) and Medical Director confirm in writing that the medical office of the Professional entity located in your Center is equipped and appropriately staffed to commence operations, and (2) we have granted our written permission to commence operations. Subject to your compliance with applicable laws, you must open your Center for regular business not later than five (5) days following our written permission to open.

C. *LIQUIDITY AND FINANCING.*

We have granted the Franchise to you based, in part, on your representations to us regarding, and our assessment of, your liquidity as of the Effective Date. You will ensure that, throughout the Term, you will maintain sufficient liquidity as reasonably necessary to meet your obligations under the Agreement. If at any time you or your Affiliates propose to obtain any financing in which the Premises, your Center or any aspects of its operation, or any Operating Assets are intended to be pledged as collateral to secure your performance in connection with such financing, the proposed loan and security agreements must be acceptable to us before you sign them. We do not allow the Franchise or the Agreement to be used as collateral for repayment of any such loans, and you agree not to grant a security interest in them.

4. *CERTAIN FEES.*

A. *INITIAL FRANCHISE FEE.*

You agree to pay us, on your execution of the Agreement, a nonrecurring and nonrefundable initial franchise fee in the amount shown on the attached Data Sheet.

B. *ROYALTY FEE.*

Throughout the Term, you agree to pay us royalty fee (the "**Royalty**") at the rate identified on the attached

Data Sheet. The Royalty will be due and payable based on the Gross Sales (as defined below) for such periods and in such intervals that we require from time to time, currently monthly. If any applicable law prohibits or restricts in any way your ability to pay, or our ability to collect, Royalty or other amounts based on Gross Sales derived from the operation of your Center, then we reserve the right to modify your payment obligations to us under the Agreement and revise the applicable provisions hereunder in order to provide the same basic economic effect to both us and you as currently provided in the Agreement. In such event, you agree to execute the appropriate document(s) in the form we prescribe to give effect to or take account of such revisions.

Since Royalty is calculated on the Center's Gross Sales, you will, among other things, deprive us of our revenue stream if, without our prior written consent, you close or suspend the operation of your Center. In that instance, if we do not exercise our right to terminate the Agreement, your Royalty for the period during which your Center is closed or its operations are suspended will be the greater of (i) $10,000 per month, or (ii) the average of the Royalty owed for the three (3) Royalty periods immediately preceding the closure or suspension. Payment of Royalty under this paragraph addresses only one element of damages caused by an unauthorized closure, so such payments will not act as a cure of the default caused by the unauthorized closure or suspension and will not impair any other rights we have under the Agreement or any other agreements between us and you or your Affiliates, all of which are reserved. You may not re-open your Center with our prior written consent.

C. *DEFINITION OF "GROSS SALES".*

As used in the Agreement, "**Gross Sales**" means all revenue generated from the operation of your Center (whether or not in compliance with the Agreement), regardless of the manner in which the price was paid by the purchaser of such products or services (including the retail value of products or services rendered in a barter exchange, trade credit, or other similar transactions used to pay for products or services provided by your Center), but excluding (1) all federal, state, or municipal sales, use, or service taxes collected from clients and paid to the appropriate taxing authority, (2) the amount of any documented refunds and credits your Center in good faith gives to clients and your employees, and (3) the amount of any discounts from the advertised price that are given at the point of purchase and that are reasonable and, if applicable, are consistent with any discount policies that we announce from time to time as part of the System Standards. Revenue from the redemption of gift certificates, gift cards, loyalty, or similar programs is calculated as part of Gross Sales in accordance with our then-current guidelines for such programs. Gross Sales also include all insurance proceeds you receive to replace revenue that you lose as a result of the interruption of your Center due to a casualty or other event covered by business interruption or similar insurance coverage. Where and only to the extent required under applicable law, Gross Sales will not include revenue generated from the Medical Services provided by the Professional Entity at its medical office located in your Center.

D. *PROJECT MANAGEMENT FEE.*

If you engage a general contractor other than our designated general contractor then, notwithstanding our approval of your proposed general contractor, you agree to pay us the Project Management Fee identified on the attached Data Sheet.

E. *OTHER FEES.*

In addition to the fees provided in Sections 4.A, 4.B, and 4.D above, you agree to pay us the fees identified on the attached Data Sheet and elsewhere in these Terms.

F. *SUPPLEMENTAL PRODUCTS & SERVICES.*

You acknowledge and agree that we might, from time to time, develop programs or provide products and services that might, in our discretion, be either optional or mandatory in connection with the operation of Well Infused Centers. In connection with such programs and services, we may charge an initial and/or continuing fees, which are subject to change from time to time in our sole discretion. You agree to pay the associated fees, in the manner and amounts we designate from time to time for your participation in the programs or services.

G. *NON-COMPLIANCE CHARGE.*

The Royalty we charge under the Agreement was determined based on the assumption that you will comply with your obligations hereunder. If you do not comply with your obligations, we will incur additional costs and expenses. Therefore, if we determine that you are not in compliance with your obligations under the Agreement, you will be charged an additional one (1%) percentage point of Gross Sales until we determine that you have cured all deficiencies and are compliant with all terms of the Agreement. Payment of the non-compliance charge is not a cure of the non-compliance that triggered its payment. The non-compliance fee is intended to compensate us for certain expenses or losses we will incur as a result of your non-compliance and is not a penalty or an expression of the total amount of such damages. Nothing in this Section limits any of our other rights and remedies available under these Terms.

H. *LATE PAYMENTS AND REPORTING.*

All amounts you owe us for any reason will bear interest after their due date at one and a half percent (1.5%) per month or the highest commercial contract interest rate the law allows, whichever is less. We will charge a service fee of one hundred dollars ($100) per occurrence for checks returned to us due to insufficient funds or in the event there are insufficient funds in the business account you designate to cover our withdrawals. We may debit your bank account automatically for the service charge and interest. You acknowledge that this Section 4.G is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, your Center.

If you fail to report or restrict our ability to determine your Gross Sales in the manner that we require from time-to-time, we may debit your account for 110% of the average of the last three (3) Royalty and Brand Fund contributions that we debited. If the amounts that we debit from your account under this paragraph are less than the amounts you actually owe us (once we have determined the true and correct Gross Sales), we will debit your account for the balance on the day we specify. If the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your account during the following month.

I. *APPLICATION OF PAYMENTS; SET-OFFS.*

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We and our Affiliates may set off any amounts you or your Affiliates owe to us or our Affiliates against any amounts we or our Affiliates owe you or your Affiliates. You may not withhold payment of any amounts owed to us on the grounds of our alleged nonperformance of any of our obligations under the Agreement or for any other reason, and you specifically waive any right you may have at law or in equity to offset any funds you may owe us or to fail or refuse to perform any of your obligations under the Agreement.

J. *METHOD OF PAYMENT.*

We may require you, and you agree, to pay any amounts you owe us or our Affiliates by any means we periodically specify, including via electronic funds transfers ("**EFT**"). You agree to sign and deliver to us any documents we and your bank require to authorize EFT transfers. Such authorization shall remain in full force and effect throughout the Term and for 30 days thereafter.

K. *NO REFERRAL FEE, GRATUITIES, OR GIFTS.*

Any payment made by you to us or our Affiliates pursuant to the Agreement or any other agreement will not amount to payment for the referral of clients to you, and you acknowledge and agree that the services we and our Affiliates offer do not include the referral of clients. Any marketing services or assistant with marketing which are provided to you by us or our Affiliates will be billed as fixed fees or hourly rates for time worked, which are completely unrelated to the value or volume of the referrals of clients for Medical Services by the professional Entity which are generated by such marketing services. Neither you nor your Owners will make or offer any gratuity, gift, personal service, favor, or other preferential treatment of any kind to us, our Affiliates, our or our Affiliates' owners or employees, or family members of our or our Affiliates' owners or employees. The foregoing

does not include reasonable food and beverage or other customary courtesies.

5. *TRAINING AND ASSISTANCE.*

A. *INITIAL TRAINING & ANNUAL TRAINING.*

We may require persons occupying specific positions within your organization that we designate from time to time (collectively, the "**Required Trainees**") to complete, to our satisfaction, certain training programs that we offer to owners of Well Infused Centers and their personnel. You may not open your Center to the public until all Required Trainees have completed our initial training program to our satisfaction. You may not permit any Required Trainee who we require to complete a subsequent training program to participate in the operation of your Center if they fail to complete the required training, to our satisfaction, by the deadline we establish for doing so. Beginning on the first anniversary of your Center's opening date, and every year thereafter, your Required Trainees must complete our annual training program to our satisfaction by the deadline we establish. You agree to pay the fees described on the attached Data Sheet for participation by your Required Trainees in any additional or remedial training programs and for participation by any replacement or substitute Required Trainee in our required training programs. You also agree to reimburse all costs and expenses incurred by our trainers in providing any training at your Center, including travel and living costs.

We will determine the scheduling, location, content, length and format of our training programs, and we reserve the right to require that all of your attendees attend and participate at the same time. You will be responsible for all travel and living expenses, wages, and benefits owed to, and other costs of, persons attending the any of our training programs on your behalf or at your or our request.

B. *TRAINING OF YOUR EMPLOYEES.*

You must implement a training program that we approve for employees of your Center, and you will be responsible for the proper training of your employees; however, we do not require you to provide any medical training to licensed healthcare professionals. Any training related to the provision of Medical Services shall be facilitated and organized by the Professional Entity and the Medical Director. You must ensure that everyone you employ successfully completes your training program, is properly trained, and is qualified to perform his or her duties at your Center in accordance with applicable laws and System Standards.

C. *OPENING ASSISTANCE.*

We may, at our discretion, provide on-site assistance with the initial opening of your Center. The timing, the identity of the person(s) providing, and the length of such assistance will be determined by us in our discretion. We will not charge a fee for providing opening assistance, but if we determine it to be necessary to increase or re-schedule our available resources to accommodate the timing of the opening of your Center or the kind or extent of assistance we determine to be necessary, we may require that you reimburse our expenses associated with doing so. Our personnel supporting your Center's opening will not be responsible for directing your employees for the operation of your Center or providing or supervising Medical Services at your Center.

D. *MEETINGS AND CONFERENCES.*

We reserve the right to require certain of your owners and persons participating in the operation of your Center (your "**Required Attendees**") to attend, both in-person and virtually, meetings and conferences, including regional and national meetings and conferences of persons involved in the ownership or operation of Well Infused Centers and other industry related conferences (each a "**Conference**") that we designate from time to time. You will be responsible for all travel and living expenses, wages, and benefits owed to, and other costs of, persons attending such Conferences on your behalf or at your request. We reserve the right to require you to pay us a registration fee for attendance at each Conference organized by us or our Affiliates, and such fee will be due and payable regardless of whether any Required Attendee actually attends the particular Conference.

E. *OPERATIONS MANUAL.*

During the Term, we will provide you with access to our manuals (which may include memoranda and

newsletters we issue to the System) applicable to the development and operation of Well Infused Centers (collectively, the "**Operations Manual**"). We will determine the content of the Operations Manual, the frequency in which it may be updated, and the manner and format in which it is delivered or made available to you. The Operations Manual may contain mandatory specifications, standards, operating procedures, and rules that we periodically prescribe for developing, managing, and operating Well Infused Centers ("**System Standards**"); however, our System Standards do not directly or indirectly govern or regulate the purchase, placement or use of Operating Assets used in provision of Medical Services or any other aspect of provision of Medical Services by the Professional Entity at its medical office in the Center. You agree to comply with our System Standards. The Operations Manual may, from time to time, also contain other optional specifications, standards and policies that we suggest for the operation of your Center and that you may elect to implement at your discretion. We may modify the Operations Manual in our discretion.

Our master copy of the Operations Manual is the controlling copy. The Operations Manual and any passwords and access credentials are part of our Confidential Information (defined below) and must be protected against improper use and disclosure. You may use it only in the operation of your Center in accordance with these Terms and protect it from improper use and disclosure as described in Section 7 below. You are responsible for any loss, destruction, damage, or unauthorized access to or use of your copy of the Operations Manual.

F. *ACKNOWLEDGEMENT REGARDING TRAINING, ASSISTANCE, & SYSTEM STANDARDS.*

YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE AGREEMENT, THE OPERATIONS MANUAL, SYSTEM STANDARDS, AND/OR ANY TRAINING OR ASSISTANCE WE PROVIDE TO YOU OR YOUR PERSONNEL (1) RELATE SOLELY TO THE PERFORMANCE OF ACTIVITIES THAT ARE NOT REGULATED BY LAWS GOVERNING PROVISION OF MEDICAL SERVICES, (2) DO NOT CONSTITUTE OR INTEND TO CONSTITUTE THE PRACTICE OF MEDICINE OR THE PERFORMANCE OF MEDICAL SERVICES IN A MANNER THAT IS NOT PERMISSIBLE UNDER APPLICABLE LAWS, (3) DO NOT INCLUDE THE RIGHT TO EXERT CONTROL OVER THE DELIVERY OR SUPERVISION OF MEDICAL SERVICES, AND (4) DO NOT REQUIRE YOU TO PRACTICE MEDICINE, PROVIDE MEDICAL SERVICES, OR EXERT CONTROL OVER THE DELIVERY OR SUPERVISION OF MEDICAL SERVICES. TO THE EXTENT THE DOCTRINE OF CORPORATE PRACTICE OF MEDICINE OR ANY SIMILAR APPLICABLE LAW PROHIBITS US FROM EXERCISING ANY OF OUR RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT, THOSE RIGHTS AND OBLIGATIONS WILL BE DEEMED MODIFIED TO COMPLY WITH THE APPLICABLE LAW.

6. *INTELLECTUAL PROPERTY.*

A. *OWNERSHIP AND GOODWILL.*

Your right to use the Marks and the System is derived solely from the Agreement and limited to the operation of your Center at the Premises according to these Terms and all System Standards. Your unauthorized use of the Marks or the System is a breach of the Agreement and infringes our and our Affiliates' intellectual property rights. Your use of the Marks and the System and any goodwill created by that use are exclusively for our and our Affiliates' benefit, and the Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to use them strictly as described in these Terms). All provisions of the Agreement relating to the Marks or the System apply to any additional proprietary, modified, or substitute trademarks and, service marks, operating procedures, or other components of the foregoing that we authorize for Well Infused Centers. You agree not to, at any time during or after the Term, contest or assist any other person in contesting the validity of our and our Affiliates' rights to the Marks or the System.

B. *LIMITATIONS ON YOUR USE OF MARKS.*

You agree to use the Marks we periodically designate to solely identify your Center and to identify yourself as the licensee of the Marks and the independent owner of your Center in the manner we prescribe. You may not use any Mark (1) as part of any business entity name, (2) with any modifying words, terms, designs, or

symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any website, domain name, email address, social media account, user name, other online presence or presence on any electronic, virtual, or digital medium of any kind ("**Online Presence**"), except as set forth in the Operations Manual or otherwise in writing from time to time, or (5) in any other manner that we have not expressly authorized in writing. You agree to give the notices of trademark and service mark ownership and registrations that we specify and to maintain, solely during the Term, any fictitious or assumed name registrations required under applicable laws. You may not use any Mark in advertising the transfer, sale, or other disposition of your Center, an ownership interest in you, or any Operating Assets, without our prior written consent.

C. *NOTIFICATION OF INFRINGEMENTS AND CLAIMS.*

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights to or in any Mark or any component of the System (each an "**Infringement Matter**"), and not to communicate with any person other than us or our Affiliates, our attorneys, and your attorneys, regarding any such Infringement Matter. We and our Affiliates may take the action we or they deem appropriate (including no action) and control exclusively any litigation, administrative actions, or other legal proceedings arising from any Infringement Matter, and you agree to sign any documents and take any other reasonable action that we believe to be necessary or advisable to protect and maintain our and our Affiliates' interests in any such proceeding or otherwise to protect and maintain our and their interests in the Marks and the System. We will reimburse you for your reasonable costs of taking any action that we or our Affiliates ask you to take in this regard. We also agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under the Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding.

D. *DISCONTINUANCE OR MODIFICATION.*

If it becomes advisable, in our opinion, to modify or discontinue using any Mark, use one or more additional or substitute trademarks or service marks, or modify any components of the System, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses of complying with our directions in that regard, for any loss of revenue due to any modified or discontinued Mark or component of the System, or for your expenses of promoting a modified or substitute Mark. We may exercise these rights at any time and for any reason, business or otherwise, that we think best, and you waive any claims, demands or damages arising therefrom.

E. *NON-DISPARAGEMENT.*

During and after the Term, you agree not to, and to cause your Owners, officers, directors, agents, employees, representatives, spouses, Affiliates, successors, and assigns, and the immediate family members of each, not to: (i) disparage or otherwise speak or write negatively, directly or indirectly, of us, our Affiliates, any of our or our Affiliates' directors, officers, employees, or representatives, the "Well Infused" brand, the System, any Well Infused Center, any business using the Marks, or any other branded concept operated or franchised by us or our Affiliates; (ii) take any other action which would, directly or indirectly, subject any of the foregoing to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact or injure the goodwill of the System or the Marks; or (iii) take any other action which would constitute an act of moral turpitude and/or is or could reasonably become the subject of public scandal, disrepute, or infamy. You acknowledge and accept that this Section contains contractual limitations on your rights to speak freely.

7. *CONFIDENTIAL INFORMATION.*

A. *TYPES OF CONFIDENTIAL INFORMATION.*

In connection with the development and operation of your Center under the Agreement, you, your Owners, and personnel may from time to time be provided and/or have access to non-public information about the System and the operation of Well Infused Centers (some of which constitutes our trade secrets under applicable law), regardless of whether such information is marked confidential (the "**Confidential Information**"), including:

(1) site selection criteria;

(2) the Operations Manual and other training and operations materials;

(3) the System Standards and other methods, formats, specifications, standards, systems, procedures, techniques, market research, client data, knowledge, and experience used in developing, promoting and operating Well Infused Centers and the products they offer and sell;

(4) market research, promotional, marketing and advertising programs for Well Infused Centers;

(5) knowledge of specifications for, and vendors of, Operating Assets and other products and supplies;

(6) software or other technology which is proprietary to us, our Affiliates, or the System, including digital passwords and identifications and any source code of, and data, reports, and other materials generated by, the software or other technology;

(7) knowledge of the operating results and financial performance of Well Infused Centers, including your Center;

(8) subject to applicable laws, Personal Information (as defined in Section 9.K) of your Center's clients; and

(9) any other information we designate as confidential or proprietary.

All Confidential Information will be owned by us. Confidential Information does not include (i) any information, materials, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to us or our Affiliates; and (ii) Restricted Information (as defined in Section 9.K. below).

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE EXTENT ANY CONFIDENTIAL INFORMATION REGARDING YOUR CENTER OR YOUR CENTER'S CLIENTS CANNOT BE TRANSMITTED OR SHARED WITH US UNDER APPLICABLE LAWS REGARDING THE PRIVACY AND SECURITY OF PERSONAL INFORMATION AND HEALTH INFORMATION, THEN THE AGREEMENT SHALL BE INTENDED SO AS TO COMPLY WITH SUCH LIMITATIONS.

B. *DISCLOSURE AND LIMITATIONS OF USE.*

You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development, management, and operation of your Center in accordance with these Terms, and that the use, duplication or improper distribution or publication of the Confidential Information in any case would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary to us and our Affiliates, includes trade secrets belonging to us and our Affiliates, and is disclosed to you or authorized for your use subject to these Terms. You (and if you are conducting business as a business entity, each of your Owners) therefore agree that during and after the Term you will, and will cause each of your respective current and former spouses, immediate family members, owners, officers, directors, employees, representatives, affiliates, successors and assigns to:

(1) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Center in accordance with the Agreement, and not for any other purpose of any kind;

(2) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and System Standards we establish from time to time, and our and our representative's instructions;

(3) keep confidential and not disclose, sell, distribute, or trade our Confidential

Information to any person other than those of your employees and representatives who need to know such Confidential Information for the purpose of assisting you in operating your Center in accordance with the Agreement; and you agree that you will be responsible for any violation of this requirement by any of your representatives or employees;

(4) not make unauthorized copies of any of our Confidential Information;

(5) adopt and maintain administrative, physical and technical safeguards to prevent unauthorized use or disclosure of any of our Confidential Information, and all Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its enabling regulations as it or they may be amended from time to time ("HIPAA"), including by establishing reasonable security and access measures, restricting its disclosure to key personnel who need to know such information to comply with your obligations under the Agreement, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve our rights and controls in such Confidential Information, in each case that are no less protective or beneficial to us than the terms of the Agreement (and we reserve the right to designate or approve the form of confidentiality agreement that you use); and

(6) at our request, destroy or return any of the Confidential Information.

C. *EXCEPTIONS TO LIMITATIONS.*

The restrictions on your disclosure and use of the Confidential Information will not apply to the: (1) disclosure or use of information, processes, or techniques which are generally known and used in your industry (as long as the availability is not because of a disclosure by you), provided that you have first given us written notice of your intended disclosure and/or use; (2) disclosure of the Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially; and (3) disclosure of your Center's operating results and financial performance to your existing and prospective lenders, and, provided they are bound by confidentiality obligations, to potential investors in you or purchasers of your Center.

D. *INNOVATIONS.*

You must promptly disclose to us all ideas, concepts, methods, techniques, and products conceived or developed by you, your Affiliates, and/or any of your or your Affiliates' Owners, agents, representatives, contractors or employees during the Term relating to the development or operation of your Center or other Well Infused Centers ("**Innovations**"), whether or not protectable intellectual property and whether created by or for you, your Owners, or any of your employees, contractors or other personnel. All Innovations are our sole and exclusive property and works made-for-hire for us and shall constitute our Confidential Information. To the extent any Innovation does not qualify as a work made-for-hire for us, by this Section you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, contractors, or other personnel to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our Affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating your Center or otherwise without our prior approval.

8. *COMPETITION AND INTERFERENCE DURING TERM.*

A. *COVENANTS.*

We have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us and the agreement of certain of your related parties not to engage in activities that are

competitive with us and Well Infused Centers. You therefore agree that, during the Term, neither you and your Owners nor any of your and your Owners' immediate family members will:

(1) have any direct or indirect interest as an owner (whether of record, beneficially, or otherwise) in a Competitive Business (defined below), wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business listed on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(2) perform services for, provide benefits to, or receive benefits from, in any capacity, a Competitive Business, wherever located or operating; divert or attempt to divert any actual or potential business or client of your Center to a Competitive Business;

(3) interfere or attempt to interfere with our or our Affiliates' relationships with any vendors, franchisees, or consultants; or

(4) directly or indirectly, appropriate, use or duplicate the System or System Standards, or any portion thereof, for use in any other business or endeavor.

Subject to applicable laws, you agree to obtain the written agreement of your Owners, your Required Trainees, and your other personnel we specify from time to time to comply with the covenants described in this Section and in Section 16.A(7). We have the right to regulate the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

B. *COMPETITIVE BUSINESS DEFINED.*

The term "**Competitive Business**" means any business other than a Well Infused Center that (1) generates or is expected to generate at least twenty percent (20%) of its revenue, in the aggregate, from providing IV nutrition, hormone, ozone, salt room, and regenerative therapies, vitamin shots, functional labs, breast thermography, weight loss peptides products, or other products or services then-offered by Well Infused Centers from time to time, or (2) franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses.

9. *BUSINESS OPERATIONS AND SYSTEM STANDARDS.*

A. *CERTAIN REQUIRED PERSONNEL.*

It is your responsibility to retain all personnel necessary to operate your Center in compliance with the System Standards and all applicable laws. You are solely responsible for all decisions relating to the relationship of your personnel with you and your Center and the activities they perform at your Center, including their recruitment, the decision whether to retain them, the terms and conditions of their retention, all aspects of their work assignments, their hours and schedules, safety and security protocols they must follow, any disciplinary actions, their supervision, and any decisions to terminate their relationship with you or your Center. You must ensure that all personnel who work at your Center are properly licensed, certified, registered with appropriate authorities, trained, educated and experienced to perform the tasks assigned to them or in which they are likely to engage in connection with their relationship with you or your Center. You must ensure that if applicable law permits certain activities to be performed by unlicensed personnel under the direct supervision and control of a lawfully licensed certified professional, such activities are so supervised and controlled. You shall be considered the employer of all employees and the principal of all independent contractors of your Center, excluding the below defined Medical Director, Nurse Practitioner, and all other medical personnel provided by (or required by applicable law to be provided by) the Professional Entity as its employees or independent contractors.

At a minimum, you must, at all times, satisfy the following requirements:

(1) **Managing Owner**. If you are not a natural person then you must designate, subject to our approval, one of your Owners who is a natural person to be your "**Managing Owner**." You agree that

your Managing Owner will be authorized, on your behalf, to deal with us in all matters that arise in respect of the Agreement. We will be entitled to rely on the decision of the Managing Owner without being obligated to seek approvals of your other Owners.

(2) **Professional Entity**. If you are not a licensed medical provider or if you are a licensed medical provider but are subject to state laws that prohibit you from splitting fees with non-licensed persons, then before you commence the operation of your Center, you must enter into a management services agreement (the "**Management Services Agreement**") with a third-party designated or approved by us (the "**Professional Entity**"). Under the Management Services Agreement, the Professional Entity must make a Medical Director available at your Center to provide, supervise, and administer the providing of Medical Services, as applicable, through licensed healthcare professionals employed or contracted by the Professional Entity and assigned to work at its medical office located in the Center. The Center will, in exchange for a management fee, provide certain non-clinical administrative services non-clinical staffing and other support services, office space and other facilities for the Professional Entity and the Medical Director to provide the Medical Services at the Entity's office in the Center. Our current form of Management Services Agreement is included as part of our Operations Manual. We make no representation or warranty that our standard form of Management Services Agreement complies with applicable laws, including those governing corporate practice of medicine. You are responsible for independently engaging your own legal counsel to review, negotiate, and advise you of the merits and risks of your Management Services Agreement under your state's laws. The final version of the Management Services Agreement you intend to sign and any subsequent modifications to the agreement are subject, in all cases, to our prior written approval, and you must not amend the Management Agreement without our prior written approval. You must provide us an executed copy of the Management Services Agreement for our records within 10 days after its execution but in any event before you commence operations of your Center.

(3) **Medical Director**. You must, at all times, designate, subject to our prior written approval, a licensed healthcare professional engaged by the Professional Entity described above who is licensed to practice medicine in the jurisdiction in which your Center is located ("**Medical Director**"). The Medical Director must, at all times freely exercise its independent medical judgement to perform or, where permitted, supervise the performance of the Medical Services that are required under applicable law to be performed or supervised by a licensed healthcare professional.

(4) **Nurse Practitioner**. Subject to applicable laws, you must, at all times, designate, and/or appropriately contract with either directly or through the Professional Entity (as required by law), subject to our prior written approval, a licensed and registered nurse practitioner ("**Nurse Practitioner**") to administer and supervise the administration of certain Medical Services by the Professional Entity in its Center medical office, that a nurse practitioner is permitted under applicable law to administer and supervise.

(5) **General Manager**. You must, at all times, designate, subject to our prior written approval, a natural person to manage and oversee the day-to-day non-clinical operations of your Center (the "**General Manager**").

You agree not to change or replace your Managing Owner, Professional Entity, Medical Director, Nurse Practitioner, and all other medical personnel provided by (or required by applicable law to be provided by) the Professional Entity or General Manager without our prior written consent and must promptly notify us in writing if any of them cannot continue or no longer qualify to serve as such and must take corrective action within 30 days thereafter. During that period, you must provide for interim management of your Center in accordance with these Terms and our System Standards. If your Medical Director, General Manager or Nurse Practitioners have not signed a Guaranty, they must sign our then-current form of confidentiality and non-competition agreement and, unless prohibited under applicable laws, our standard form of non-competition agreement; however, you are responsible for ensuring that the forms of agreement you used comply with all applicable laws.

B. *CONDITION AND APPEARANCE OF YOUR CENTER.*

You agree to place or display at the Premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos and display and advertising materials that we periodically approve. You also agree to ensure that the Professional Entity has posted at the Center all the necessary signage of its medical office, identity of the licensed medical practitioners providing services in its Center office, its hours of operations, and otherwise comply with all similar requirements by the Board of Medicine regulations in your state for the operating of a medical practice office in the Center. You further agree to maintain the condition and appearance of your Center, its non-clinical Operating Assets, and the Premises in accordance with the System Standards and, consistent with the image of Well Infused Centers, as an efficiently operated business offering high quality products and services and observing the highest cleanliness and efficient, courteous service. You agree to store, display, and maintain all medical equipment and supplies and other goods and services which the Center is leasing or otherwise providing to the Professional Entity under the Management Servies Agreement ~~used in connection with~~ for the Professional Entity's providing of Medical Services at its office located in the Center, and in accordance with the specifications of the Professional Entity and your Medical Director. You agree, without limitation and at your expense, to: (i) clean, repaint, redecorate, repair, and maintain the interior and exterior of the Premises at intervals that we prescribe; (ii) maintain, repair or, at our discretion, replace damaged, worn-out, or obsolete non-clinical Operating Assets at intervals that we may prescribe (or, if we do not prescribe an interval for replacing any non-clinical Operating Asset, as that Operating Asset needs to be repaired or replaced); (iii) maintain, repair or, at your Medical Director's discretion, replace damaged, worn-out, or obsolete clinical equipment and supplies at intervals as determined by your Medical Director (or, if your Medical Director does not determine an interval for replacing any non-clinical Operating Asset, as that Operating Asset needs to be repaired or replaced); and (iv) renovate, refurbish, remodel, or replace the real and personal property and equipment used at your Center when reasonably required by us.

C. *USE OF DESIGNATED COMPUTER SYSTEM.*

In connection with the management and operation of your Center, you agree, at your expense, to obtain, maintain, and use only the integrated computer hardware and software that we specify from time to time and that complies with applicable laws in respect of any Personal Information, including Applicable Laws points of high-speed internet connection ("**Computer System**"). We have no obligation to reimburse you for any costs related to the acquisition or maintenance of the Computer System or any of its components. Subject to compliance with applicable federal and state laws regarding the privacy and security of personal information and health information, we will, at all times, have access to your Computer System and will have the right to collect and retain from the Computer System any and all data concerning your Center.

You may be required to license, and sign a software license agreement regarding, certain proprietary software as part of our requirements for the Computer System. We and our Affiliates may charge you an initial or recurring fee for any software or technology that we or our Affiliates license to you and for other maintenance, support, and technology services that we or our Affiliates provide. The fee in effect on the Effective Date, which is subject to change based on the technology services we provide, is identified as the "**Technology Fee**" on the attached Data Sheet. We may also require that you pay us for software and other technology that you receive from our designated third-party providers. You will have sole and complete responsibility for the manner in which your Computer System interfaces at our specified levels of connection speed with our and any third party's computer system and any and all consequences if the Computer System is not properly operated, maintained, and upgraded.

D. *PRODUCTS AND SERVICES YOUR CENTER OFFERS.*

All Medical Services which under applicable laws must be provided by licensed, certified, or registered medical professional and technical practitioners in a professional medical entity, will be performed by the Professional Entity in its offices located in the Center, and with its employed or contacted medical professionals and technicians, and under the supervision, direction and determinations of the Professional Entity's Medical Director, and Nurse Practitioner. You agree to comply with the standards and specifications of the Professional Entity and Medical Director as they may apply to the non-clinical management and administrative support services to you provide to your Medical Director to facilitate the Medical Services.

You agree that: (i) you will offer and sell from your Center all non-medical products and services in the manner that we periodically specify; (ii) you will not offer or sell at or from your Center, the Premises or any other location any products or services we have not authorized, and you will ensure that the Professional Entity similarly does not do so with any Medical Services; (iii) only the Professional Entity will offer, provide, and, through your Medical Director, supervise all Medical Services at your Center and make all determinations in respect thereof in accordance with its independent medical judgment; (iv) all services offered and provided by your Nurse Practitioners will, all times, be provided under the supervision of your Medical Director and the Professional Entity; (v) you will not either directly or indirectly supervise, control, or interfere with the provision of Medical Services; and (vi) you will discontinue selling and offering for sale any products or services that we at any time disapprove. You must immediately bring your Center into compliance with our System Standards as they relate to operation of your Center and the non-clinical products and services sold at your Center.

E. *APPROVED VENDORS*.

Subject to applicable laws, you agree to use only those manufacturers, vendors, distributors, suppliers, and producers (collectively referred to herein as "**vendors**") that we specify or approve for all aspects of the development and operation of your Center. We also reserve the right to periodically approve or designate the terms and distribution methods for any goods or services. We may, at our option, arrange with designated vendors to collect or have our Affiliates collect fees and expenses associated with products and services they provide to you and, in turn, pay the vendor on your behalf for such products or services. If we elect to do so, you agree that we or our Affiliates may auto-debit your bank account for such amounts in the same manner and using the same authorization that you grant us with respect to payment of Royalty and other fees. We or any of our Affiliates may be a vendor, the sole vendor, or otherwise party to these transactions, and may derive revenue or other consideration from such transactions, which we and our Affiliates may use without restriction.

If you would like us to consider approving a vendor that is not then approved by us, you may submit a written request for approval in accordance with our then-current vendor approval policies which may require you to reimburse the costs we incur in evaluating your proposed vendor. We may, with or without cause, revoke our approval of any vendor at any time.

Notwithstanding anything to the contrary and to the extent required by applicable laws, your purchase of goods and services related to provision of Medical Services will be subject to your compliance with the standards and specifications issued by your Medical Director.

F. *COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES*.

You must secure and maintain in force throughout the Term all required licenses, permits and certificates relating to the business you operate under the Agreement and the operation of your Center. You must ensure that the business you operate under the Agreement and your Center operates in full compliance with all applicable laws, ordinances, and regulations and PCI compliance standards. You agree to comply with, and assist us and our Affiliates in our and our Affiliates' compliance efforts with, any and all laws, regulations, executive orders (whether at the federal, state or local level), including those related to Health Insurance Portability and Accountability Act of 1996 and its enabling regulations as it or they may be amended from time to time ("HIPAA"), anti-terrorist activities, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury or other regulations. In connection with such compliance efforts, you agree not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to your Center as may be required by us or by law. You confirm that you are not listed in the Annex to Executive Order 13224 and agree not to hire any person so listed or have any dealing with a person so listed (the Annex is currently available at http://www.treasury.gov). You are solely responsible for ascertaining what actions must be taken by you to comply with all such laws, orders or regulations, and specifically acknowledge and agree that your indemnification responsibilities as provided in Section 17.C pertain to your obligations hereunder.

If you are or become subject to HIPAA, you will comply therewith and with the requirements of the Business Associate Agreement attached as Attachment C hereto, as it may be amended by us from time to time.

We do not make, and have not made, any representations of any kind whatsoever regarding whether the Agreement complies with any laws governing Medical Services, or the various legal doctrines commonly referred to as the "*corporate practice of medicine*"; any federal or state law, rule or regulation governing Medicare or Medicaid, including state and federal laws regulating the relationships between providers and suppliers of health care products and services on one hand and physicians and other providers and suppliers of health care products and services on the other hand; the Fraud and Abuse provisions of the Medicare and Medicaid Statutes; state and federal laws governing self-referral by physicians; fee splitting, patient brokerage prohibitions; anti-kickback prohibitions; or any other law, rule or regulation related to the field of medicine or public health. You must review and remain in compliance with the various state and federal laws and regulations governing Medical Services and the structure of entities involved with those fields. You further acknowledge that you may be prohibited by applicable law from billing or accepting any form of insurance, including Medicare, Medicaid or private insurance, for any or all of the services you provide to clients of your Center. You understand and agree that this limitation may restrict the clients to whom you are able to market or provide services. Accordingly, you understand and agree that it is solely your responsibility to identify and consult with competent healthcare counsel for the state(s) in which you plan to open your Center.

You agree to comply with our website privacy policy, as it may be amended periodically, pertaining to any Online Presence or use or access to any System Website (as defined in Section 10.E below); you further agree to comply with any requests to return or delete consumer Personal Information, whether requested by us or directly by the consumer, as required by applicable data sharing and privacy laws.

You and your Center must in all dealings with its clients, vendors, us and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice that might injure our business, any Well Infused Center (including your Center), or the goodwill associated with the Marks. You must notify us in writing within three (3) business days of any of the following that name or involve you, your Center, your Owners, your Medical Director, or any other personnel who provide or administer services at your Center: (i) the commencement of any action, suit or proceeding; (ii) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality; (iii) any notice of violation of any law, ordinance or regulation; (iv) receipt of any material notice or complaint from the Better Business Bureau, any local, state or federal consumer affairs department or division, or any other government or independent third party involving a client or potential client; (v) material written complaints from any client or potential client; and (vi) any and all other notices you receive claiming violation or breach of any intellectual property rights, or the terms and conditions of any agreements related to the operation of your Center. You must immediately provide to us copies of any documentation you receive of any of the foregoing events and resolve the matter in a prompt and reasonable manner in accordance with good business practices.

G. *INSURANCE.*

You must, at your expense, procure and maintain in force throughout the Term all insurance coverages and coverage amounts required by applicable law and that comply with our System Standards from time to time. You must furnish us copies of current certificates of insurance or other evidence of required coverages. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and your Center on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance. Your obligation to maintain insurance coverage will not be limited in any respect by reason of insurance maintained by us or any other party. Additionally, no insurance coverage that you or any other party maintains will be deemed a substitute for your indemnification obligations to us or Affiliates under Section 17.C or otherwise.

Our insurance requirements represent only the minimum coverage that we deem acceptable to protect our interests and are not representations or warranties of any kind that such coverage is sufficient to protect your or your Center's interests. It is your sole responsibility to make that determination and to acquire any additional coverages you believe are necessary to protect your and your Center's interests, based on your own independent investigation. We are not responsible if you sustain losses that exceed your insurance coverages.

H. *PRICING.*

Unless prohibited by applicable laws, we may periodically set a maximum or minimum price that you may charge for non-medical products and services offered by your Center. If we impose such a maximum or minimum price, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service.

I. *CONTACT INFORMATION AND LISTINGS.*

You agree that each telephone or facsimile number, directory listing, and any other type of contact information used by or that identifies or is associated with your Center (any "**Contact Identifiers**") will be used solely to identify your Center in accordance with these Terms. You acknowledge and agree that, as between us and you, we have the sole rights to, and interest in, all Contact Identifiers and all Online Presences. You hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet service provider and all listing agencies to transfer such Contact Identifiers to us.

J. *COMPLIANCE WITH SYSTEM STANDARDS.*

You agree that at all times your Center will operate and be maintained by you in compliance with each and every System Standard, as we periodically modify and supplement them. Though we retain the right to establish and periodically modify System Standards, you retain the right and sole responsibility for the day-to-day management and the implementation and maintenance of System Standards at your Center. Our System Standards do not, and will not be deemed to, constitute practice of medicine or us exerting control over delivery or supervision of Medical Services; however, they may regulate all non-clinical aspects of the operation of your Center, including any one or more of the following:

(1) staffing levels for your Center as it relates to provision of non-medical goods and services at your Center, non-medical training, dress, and appearance (although employee selection and promotion, hours worked, rates of pay and other benefits, work assigned and working conditions are your sole responsibility);

(2) use and display of the Marks;

(3) the Computer System used at your Center;

(4) methods of payment that your Center may accept from clients for services;

(5) participation in market research and product and service testing programs;

(6) participation in gift card, loyalty, and similar programs;

(7) products and services offered at your Center;

(8) bookkeeping, accounting, data processing, and record keeping systems and forms (including the requirement to use our standard chart accounts and accounting periods); formats, content and frequency of reports to us of sales, revenue, and financial performance and condition;

(9) sales, marketing, advertising and promotional programs and materials and media used in connection with your Center;

(10) participation in quality assurance and client satisfaction programs;

(11) types, amounts, terms and conditions of insurance coverage required for your Center,

including criteria for your insurance carriers; and

(12) any other non-clinical aspects of maintaining your Center that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Well Infused Centers.

Our modification of System Standards, which may accommodate regional or local variations, may obligate you to invest additional capital in your Center and incur higher operating costs. We will give reasonable notice to you if we modify the System Standards. Subject to applicable laws and at our discretion, we may require certain modifications to the System Standards on a regional or local basis. These modifications do not need to be implemented throughout the System, and in certain situations, could only affect your Center, and could include requiring temporary closure. We will determine the scope and duration of such modifications.

The Professional Entity and Medical Director may periodically issue certain standards and specifications regarding the offer, provision, and supervision of Medical Services by the Professional Entity in its practice office at your Center, including those governing purchase, storage, placement, and use of Operating Assets that will be used in providing Medical Services; marketing of Medical Services; and other aspects relating to offer, provision, and supervision of Medical Services by the Professional Entity in its office at your Center which the that your Professional Entity and Medical Director deem appropriate in the independent exercise of their medical judgement. You must also comply with the standards and specification issued by your Medical Director as they may apply to the non-clinical management and administrative support services to provide to your Medical Director to facilitate the Medical Services being provided by the Professional Entity.

K. *INFORMATION SECURITY.*

You must implement, at your expense, all administrative, physical and technical safeguards necessary to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information ("**Personal Information**") in accordance with all applicable laws and industry best practices, including related to the collection, access use, storage, disposal and disclosure of Personal Information. You may also receive or have access to certain health information of clients of the Center that may be protected under HIPAA or other applicable laws. You agree to not use, process, copy, display, publish, store, or transfer the Personal Information of any client without its prior written consent in compliance with the applicable laws.

During and after the Term, you (and your Owners) agree to, and to cause your respective current and former employees, representatives, Affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable Online Presence; (b) assist us and our Affiliates in complying with all our and their obligations under all applicable laws and regulations relating to Personal Information, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify us of any communication or request from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately of the breach or unauthorized access and specify the extent to which Personal Information was compromised or disclosed, and your plans to correct and prevent any further breach or unauthorized access. You must also promptly notify us if you receive any complaint, notice, or communication, whether from a governmental agency, customer or other person, relating to any Personal Information, or your compliance with your obligations relating to Personal Information under the Agreement, and/or if you have any reason to believe you will not be able to satisfy any of your obligations relating to Personal Information under the Agreement. You will allow us, in our discretion, to participate in any response or corrective action.

Notwithstanding anything to the contrary in the Agreement or otherwise, you agree that we do not control or own any of the following Personal Information (collectively, the "**Restricted Information**"): (a) any Personal Information of the employees, officers, contractors, owners or other personnel of you, your Affiliates, or your Center; and (b) such other Personal Information as we from time to time expressly designate as Restricted Information. Regardless of any guidance we may provide generally and/or any specifications that we may establish for other Personal Information, you have sole and exclusivity responsibility for all Restricted Information, including establishing protections and safeguards for such Restricted Information; provided, that in each case you agree to comply with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies applicable to such Restricted Information.

10. *MARKETING.*

A. *GRAND OPENING ADVERTISING.*

You must, at your expense and on the dates we designate before and after your Center opens, conduct grand opening marketing for your Center (collectively, "**Grand Opening**") that complies with the requirements set forth in the Operations Manual and applicable laws. The amount you will be required to spend on your Grand Opening will depend on various factors, but we will not require you to spend more than $15,000. The amount you spend on Grand Opening will not count towards your other required marketing expenditures under this Article 10 or the Marketing Expenditure Cap (defined below).

B. *BRAND PROMOTION FUND.*

You agree to contribute to the fund we establish to promote the awareness of the Well Infused brand and Well Infused Centers generally (the "**Brand Fund**"). Your contribution will be in amounts we periodically specify and will be payable in the same manner as the Royalty. Currently, the required Brand Fund contribution is the amount shown on the attached Data Sheet; however, we have the right, at any time and on notice to you, to change the amount you must contribute to the Brand Fund subject to the Marketing Expenditure Cap defined in Section 10.C below.

We and our designees will have exclusive control over all programs and services administered or funded by the Brand Fund, with sole discretion over the creative concepts, materials, and campaigns and their geographic market, media placement and allocation. The Brand Fund may pay any expenses we determine to be of benefit to the Brand, including paying for preparing and producing materials and content in any media; developing, implementing, and maintaining any online presence or other software or applications; administering advertising and marketing campaigns; administering regional and multi-regional marketing and advertising programs; using advertising, promotion, and marketing agencies and other advisors to provide assistance; supporting public relations, market research, and other advertising, promotion, and marketing strategy or implementation activities; and/or any other expenditures that are directly or indirectly related to promoting the Marks, the Brand, and/or Well Infused Centers. We may also use the Brand Fund to pay for the Brand Fund's administrative and overhead costs, including the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, and any other such expenses. We may modify Brand Fund programs, services, or expenditures at any time.

The Brand Fund is not our asset, and we will account for it separately from our other funds. However, neither we nor any of our Affiliates has any fiduciary obligation to you or any other person for administering the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. We may have the Brand Fund audited annually, at the Brand Fund's expense, by an independent certified public accountant. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section.

We intend for the Brand Fund to promote the applicable Marks, the Well Infused Center System, Well Infused Centers, and the Well Infused brand generally. As such, you acknowledge and agree that there is no

guarantee that you or your Center will benefit from Brand Fund expenditures directly or in proportion to your Brand Fund contribution. You further acknowledge and agree that the results of any marketing and promotional programs are by their nature uncertain, and that neither we nor any of our Affiliates or representatives has guaranteed the results of any Brand Fund programs, services, or expenditures in any manner.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Brand Fund contributions at the Brand Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Brand Fund. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Brand Fund.

We may upon notice to you suspend the Brand Fund's operations or terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will, at our option, either spend all unspent monies in accordance with this Section until such amounts are exhausted or distribute the funds then in the Brand Fund, as we determine to be reasonable, to the parties that contributed to it.

We may elect to maintain multiple Brand Funds or the administration thereof, whether determined by geographic region, country, or otherwise, or consolidate or merge multiple Brand Funds or the administration thereof, in each case provided that each such Brand Fund will otherwise remain subject to this Section.

C. *LOCAL MARKETING EXPENDITURES*.

In addition to your obligations under Section 10.A above and beginning after you complete your Grand Opening advertising pursuant to Section 10.A, each month you must spend the amount we specify from time to time on local advertising and related activities in connection with the promotion and marketing of your Center (the "Local Marketing Expenditure"). The current Local Marketing Expenditure is specified on the attached Data Sheet. We have the right, at any time and on notice to you, to change the amount of your Local Marketing Expenditure; provided, however, we agree that we cannot require that your Brand Fund Contribution, Local Marketing Expenditure, and Advertising Cooperative contribution, in the aggregate, exceed seven percent (7%) of your Center's Gross Sales (the "Marketing Expenditure Cap"). (But excluding from the calculation of this 7% of Center's Gross Sales all sales for Medical Services (as defined above) which are provided by the Professional Entity with which the Franchise has various contractual/business relationships as described herein.) You must list and advertise your Center with the online directories we periodically prescribe and establish any other Online Presence we require or authorize, each in accordance with our System Standards. You may be charged an initial and monthly fee if we establish or maintain your Online Presence. Within 30 days after the end of each calendar quarter, you agree to send us, in the manner we prescribe, an accounting of your expenditures required under this Section during the preceding calendar quarter.

You must obtain (i) our written approval of all advertising and marketing materials that you intend to use in connection with your Center, and (ii) your Professional Entity and Medical Director's written approval of all information regarding Medical Services that is included in the advertising and marketing materials of your Center to ensure that the marketing materials for the Medical Services provided by the Professional Entity comply with all the applicable state Board of Medicine regulations on marketing by physicians. All such materials must be completely clear, factual, ethical and not misleading and must conform to our marketing and advertising policies that we periodically prescribe and applicable laws. All advertising and marketing materials that you intend to use in connection with your Center must clearly state that all Medical Services are provided by the Professional Entity with the licensed healthcare professionals employed or contracted by it, and under the supervision and direction of The Entity's Medical Director and Nurse Practitioner. You must submit to us, for our approval, samples of marketing materials you intend to use at least 10 days prior to your proposed use. If you do not receive our written approval of the materials within 10 days of your submission, they are deemed to be disapproved. We may withdraw our approval if a regulatory or other issue arises that, in our opinion, makes such withdrawal in our or the System's best interests. Our approval of any advertising and marketing material is entirely for our own benefit and may not be relied upon as representations, warranties, or indications of any kind, including compliance of such materials with applicable laws.

We reserve the right, at any time, to issue you a notice that the amounts required to be spent by you under this Section 10.C shall, instead, be paid to us or our designee. If we exercise this option, we will then spend such amounts, in accordance with local marketing guidelines and programs that we periodically develop, to advertise and promote your Center on your behalf. We may instead, in our discretion, contribute any such amounts to the Brand Fund. We may also elect, on one or more occasions and without prejudice to our rights to issue further notices, to temporarily or permanently cease conducting such marketing activities on your behalf and, instead, to require you to conduct such marketing activities yourself in accordance with this Section 10.C.

D. *ADVERTISING COOPERATIVES.*

Subject to the terms and conditions of this Section 10.D, you agree that we or our Affiliates or designees may establish or direct the establishment of a local advertising cooperative ("**Advertising Cooperative**") in geographical areas (as determined by us) in which your Center and at least one (1) other Well Infused Center are operating. The Advertising Cooperative will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. We may change, dissolve and merge Advertising Cooperatives. Each Advertising Cooperative's purpose is, with our approval, to administer advertising programs and develop advertising, marketing and promotional materials for the area that the Advertising Cooperative covers. If, as of the time you sign the Agreement, we have established an Advertising Cooperative for the geographic area in which your Center is located, or if we establish an Advertising Cooperative in that area during the Term, you agree to sign the documents we require to become a member of the Advertising Cooperative and to participate in the Advertising Cooperative as those documents require.

If we establish an Advertising Cooperative in your geographic area, you agree to pay us the contribution established for the particular Advertising Cooperative (subject to the Marketing Expenditure Cap) in the manner and frequency we require. Subject to our oversight, decisions of the Advertising Cooperating will be made by majority vote of its members with each participating Well Infused Center having one (1) vote. We reserve the right to approve all activities of and materials used by the Advertising Cooperative.

E. *SYSTEM WEBSITES & ONLINE PRESENCES.*

We may establish, develop and update Online Presences to advertise, market, and promote Well Infused Centers, the products and services that they offer and sell, or the Well Infused Center franchise opportunity (each a "**System Website**"). We may, but are not obligated to, provide you with a webpage or other Online Presence that references your Center on any System Website, upon which, you must: (i) provide us the information and materials we request to develop, update, and modify the information about your Center; (ii) notify us whenever any information about your Center is not accurate; and (iii) pay our then current initial fee and monthly website maintenance fee for the Online Presences that are dedicated to your Center. You acknowledge that we have final approval rights over all information on any System Website.

If you default under the Agreement, we may, in addition to our other remedies, temporarily remove references to your Center from any System Website until you fully cure the default. All advertising, marketing, and promotional materials that you develop for your Center must contain notices of the System Website's domain name in the manner we designate.

You may not, without our prior written consent, develop, maintain or authorize any Online Presence that mentions your Center, links to any System Website, or displays any of the Marks. You may not, directly or indirectly, through any Online Presence, promote, advertise or sell any products or services without our prior written approval. If we approve the use of any such Online Presence in your Center's operations, you will develop and maintain such Online Presence only in accordance with our guidelines, including our guidelines for posting any messages or commentary on other third-party websites. Unless we specify otherwise, we will own the rights to each such Online Presence. At our request, you agree to grant us access to each such Online Presence, and to take whatever action (including signing assignment or other documents) we request to evidence our ownership of such Online Presence, or to help us obtain exclusive rights in such Online Presence. If we allow you to maintain an Online Presence for your Center, you must prepare and link a privacy policy to such Online Presence, which

must comply with all applicable laws, the System Standards, and other terms and conditions that we may prescribe in writing.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) RELATED TO THE AVAILABILITY AND PERFORMANCE OF A SYSTEM WEBSITE AND YOUR CENTER'S PAGE, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) RELATED TO THE USE, OPERATION, AVAILABILITY OR FAILURE OF THE SYSTEM WEBSITE OR YOUR CENTER'S PAGE.

11. *RECORDS, REPORTS, AND FINANCIAL STATEMENTS.*

You must establish and maintain, at your own expense, a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we periodically prescribe, including using our standard chart of accounts. Subject to applicable laws, you must provide us with such reports and information we request from time to time regarding the performance of your Center. These requests may include, among other things, operational data, financial statements showing your net worth and operating results, copies of your income and sales tax returns, information on the status of any loans for which your Center is used as collateral, and current financial information for your Owners and guarantors sufficient to demonstrate their ability to satisfy their obligations under their individual Guarantees. You agree to provide this information in the frequency, manner and format we periodically prescribe. Subject to applicable law, we may disclose data derived from these reports, and we may, as often as we deem appropriate (including on a daily basis), access the Computer System and retrieve all information relating to the operation of your Center. You agree to preserve and maintain all records in a secure location at your Center for at least three (3) years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, client lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers). You must provide to us a Profit and Loss statement no later than the fifth of each month for the month prior.

12. *INSPECTIONS AND AUDITS.*

A. *OUR RIGHT TO INSPECT YOUR CENTER.*

We (or our designee) may, subject to applicable laws and without prior notice to you: (1) inspect and photograph, capture moving images, and observe your Center and its operations for consecutive or intermittent periods we deem necessary (except as prohibited by law); (2) remove samples of any products and supplies; (3) interview your personnel and clients (except as prohibited by law); (4) inspect your Computer System and its components (except as prohibited by law); and (5) inspect and copy any books, records, and documents relating to the operation of your Center. You agree to fully cooperate with us. If we exercise any of these rights, we will not interfere unreasonably with the operation of your Center. You agree to present to your clients the evaluation forms that we may prescribe and to participate and request your clients to participate in any surveys performed by or for us.

B. *OUR RIGHT TO AUDIT.*

We and our designated agents or representatives may at any time during your business hours, and without prior notice to you, examine the bookkeeping and accounting records for your Center, the sales and income tax records and returns, and such other records we deem necessary to determine your compliance with the Agreement. You agree to cooperate fully with us and our representatives and independent accountants in any examination, and you hereby appoint us as your attorney-in-fact to receive and inspect your confidential sales and other tax records and hereby authorize all tax authorities to provide such information to us for all tax periods during the Term. If any examination discloses an understatement of the Gross Sales, you agree to pay us, within 15 days after receiving the examination report, the Royalty and Brand Fund Contributions due on the amount of the

understatement, plus our service charges and interest on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to timely furnish reports, supporting records, or other information as required, or if our examination reveals an understatement of Gross Sales exceeding two percent (2%) (not to include revenue from Medical Services) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under the Agreement and applicable law.

13. *TRANSFER.*

A. *BY US.*

We have the right to delegate the performance of any portion or all of our rights and obligations under the Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. We maintain a staff to manage and operate the System, and staff members can change as employees come and go. You represent that you have not signed the Agreement in reliance on any particular manager, owner, director, officer, or employee remaining with us in any capacity. We may change our ownership or form or assign the Agreement and any other agreement to a third party without restriction.

B. *BY YOU OR YOUR OWNERS.*

Your rights and duties under the Agreement are personal to you (or your Owners if you are not a natural person), and we have granted you the Franchise in reliance upon our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither you nor any of your Owners, nor any of your or their permitted successors or assigns, may sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise dispose of or encumber any direct or indirect interest in the Agreement (including, without limitation, any or all of your rights or obligations under it), your Center or its assets (other than in the ordinary course of business), your right to possession of the Premises, or any direct or indirect ownership interest in you (regardless of its size) (each, a "**Transfer**"), without our prior written consent. Any Transfer without our prior written approval is a material breach of the Agreement and has no effect.

If you intend to list your Center for sale with any broker or agent, you shall do so only after obtaining our written approval of the broker or agent and of the listing agreement and any advertising materials. You may not use any Mark in advertising the sale of your Center or of any ownership in you without our prior written consent.

C. *CONDITIONS FOR APPROVAL OF TRANSFER.*

We may reject or condition our approval of a proposed Transfer in our reasonable discretion. You agree that the following is a non-exclusive list of reasonable factors and conditions that we may and are likely to consider:

(1) whether the Center has opened for business;

(2) whether you (and your Owners) are in compliance with these Terms;

(3) whether the proposed transferee and its owners (if the transferee is not a natural person) are qualified to own and operate your Center;

(4) whether you have provided us with all information and documents we request regarding the Transfer and the proposed transferee and its owners or Affiliates;

(5) whether the structure of the Transfer, including any associated debt, places the Center at undue financial or operational risk;

(6) whether, if you or your Owners offer the transferee financing for any part of the purchase price, you and your Owners are willing to agree that all of the transferee's obligations under promissory

notes, agreements, or security interests reserved in your Center will be subordinate to the transferee's obligation to pay amounts it owes to us, our Affiliates, and third party vendors and otherwise to comply with the Agreement (or any applicable franchise agreement replacing the Agreement);

(7) whether the transferee is willing to upgrade, remodel and/or refurbish your Center in accordance with our then-current System Standards;

(8) your (and your Owners') and, if the transferee or its owners are franchisees of other Well Infused Centers, their willingness to sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;

(9) your (and your transferring Owners' and your or their immediate family members) willingness to agree, commencing on the effective date of the Transfer, to comply with the post-termination obligations under these Terms regarding confidentiality and noncompetition; whether all persons required to complete training under the transferee's franchise agreement has satisfactorily completed our training program, and transferee has paid all costs and expenses we incur to provide the training program to such persons;

(10) whether all notices or approvals relating to the proposed Transfer (including any landlord notices or consents) have been given or obtained, as required, with copies provided to us;

(11) whether, at our request, the transferee signs our then-current form of franchise agreement and related documents for the balance of the Term, any and all of the provisions of which may differ materially from any and all of those contained in these Terms;

(12) your payment to us of a Transfer fee in that is equal to 30% of the then current Initial Franchise Fee;

(13) upon our request, the transferee signs our then-current form of Management Services Agreement with the Professional Entity designated by us and provides us an executed copy of it; and

(14) our receipt of fully executed copies of all agreements by which the Transfer takes place along with evidence we reasonably request to show that appropriate measures have been taken to effect the Transfer as it relates to your Center's operations, including, by transferring all necessary and appropriate business licenses, insurance policies, and material agreements, or obtaining new business licenses, insurance policies and material agreements.

We may review all information regarding your Center that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding your Center.

D. *DEATH OR DISABILITY.*

Transfers by inheritance are Transfers under Section 13.B above. On your or your Owner's death or disability (as applicable), we may require you or your Owner's executor, administrator, conservator, guardian or other personal representative to Transfer your interest in the Agreement (or your Owner's interest in you) to a third party we approve. Such disposition must be completed within six (6) months from the date of death or disability and will be subject to all of the terms and conditions applicable to Transfers contained in Sections 13.B and 13.C above. Failure to Transfer your interest in the Agreement or the ownership interest in you within this period of time constitutes a breach of the Agreement. For purposes of this Section, "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an Owner from operating your Center in accordance with these Terms.

If any of the foregoing in this Section 13.D occurs, and your Center is not being managed by a trained Managing Owner, the executor, administer or other personal representative must, within a reasonable period of time, not to exceed 15 days from the date of death or disability, appoint a qualified manager to operate your Center. If it

has not already done so, such Managing Owner will be required to complete our initial training program at your expense. Pending the appointment of a new Managing Owner as provided herein, or if, in our judgment, your Center is not being managed properly any time after your death or disability, we have the right, but not the obligation, to appoint an interim manager for your Center. All funds from the operation of your Center during the management by our appointed manager will be kept in a separate account, and all expenses of your Center, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to amounts payable under the Agreement) during the period that our appointed manager manages your Center. Operation of your Center during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your Owners for any debts, losses or obligations incurred by your Center or to any of your creditors for any products, materials, supplies or services your Center purchases during any period it is managed by our appointed manager.

EFFECT OF CONSENT TO TRANSFER.

Our consent to a Transfer is not a representation of the fairness of the terms of any contract between you or your Owners and the transferee, a guarantee of your Center's or transferee's prospects of success, or a waiver of any claims we have against you (or your Owners) or of our right to demand full compliance by you and the transferee with the Agreement.

E. *PUBLIC OR PRIVATE OFFERING.*

Written information used to raise or secure funds can reflect upon us and the System. You agree to submit any written information intended to be used for that purpose to us before inclusion in any registration statement, prospectus or similar offering memorandum. Should we object to any reference to us or our Affiliates or any of our business in the offering literature or prospectus, the literature or prospectus shall not be used until our objections are withdrawn. You may not engage in a public offering of securities without our prior written consent.

F. *OUR RIGHT OF FIRST REFUSAL.*

If you (or any of your Owners) desire to engage in a Transfer, you (or your Owners) agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating solely to an interest in you or in the Agreement and your Center. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the entire proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. We may require you (or your Owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

Within 30 days after we receive an exact copy of a fully executed bona fide offer and all relevant information we request, we may, by written notice to you, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer. We may substitute for cash any non-cash form of payment proposed in the offer. If we exercise our right of first refusal, we will have 30 days from the date we notified you of our intended purchase to complete the purchase. You and your Owners must make all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, and you and your selling owner(s) (and your and their immediate family members) must comply with the obligations regarding Competitive Businesses, as described in Section 16.A below, as though the Agreement had expired on the date of the purchase. We have the unrestricted right to assign this right of first refusal, and the assignee will have the rights described in this Section 13.G.

If we do not exercise our right of first refusal, you or your Owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the Transfer in accordance with, and you (and your Owners) and the transferee comply with the conditions in, Sections 13.B and 13.C above. If you do not complete the sale to the proposed buyer within 60 days after either we notify you that we do not intend to exercise our right of first refusal or the time our exercise expires, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the

30-day period following either the expiration of the 60-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 or our designee's option.

14. *EXPIRATION OF THE AGREEMENT.*

A. *YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.*

Subject to this Article 14, you may acquire up to two (2) additional consecutive successor Franchises with terms of 10 years each. If you desire to acquire a successor Franchise, then each of the following conditions must be met before and/or at the time of acquisition (as appropriate):

(1) you must have given us written notice of your election to acquire a successor Franchise not less than 180 days nor more than 365 days before the end of the Term; you must have taken, at your expense, all steps identified by us to bring your Center into full compliance with the then-current System Standards;

(2) you must be, and must have been throughout the Term, in compliance with your obligations under these Terms, and during that same period, you and your Affiliates must have been in compliance with your or their obligations under any other agreements with us;

(3) you must present satisfactory evidence that you have the right to remain in possession of the Premises for the operation of your Center for the duration of the successor term;

(4) you must present satisfactory evidence that you have renewed your Management Services Agreement with the Professional Entity for the duration of the successor term on such terms that are acceptable to us;

(5) you and you owners must execute our then-current form of franchise agreement, which will supersede the Agreement in all respects, and the terms of which may differ from the terms of the Agreement, including a higher royalty fee and Brand Fund Contribution or expenditure requirement (you will not, however, be required to pay to us an initial franchise fee, but you or it must pay a successor franchise fee of 50% of our then-current or last initial franchise fee for new single unit franchises);

(6) you and your Owners must have executed and delivered to us a general release (in a form prescribed by us) of all claims against us and our Affiliates, and each of our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, including claims arising under the Agreement or under federal, state or local laws, rules, regulations or orders; and

(7) we are then granting Franchises for Well Infused Centers in the state in which your Center is located.

B. *GRANT OF A SUCCESSOR FRANCHISE.*

We will respond, in writing, within 90 days after we receive your notice under Section 14.A(1) with our decision to grant you a successor franchise and listing any deficiencies that must be corrected or to not grant a successor franchise with reasons for our decision. If our decision is to grant you a successor franchise, our willingness to do so will also be subject to your continued compliance with all of the terms and conditions of the these Terms through the date of expiration of the Agreement. Failure to sign such agreements and releases necessary for the successor franchise and to deliver them to us, along with payment of the applicable fee, for acceptance and signature within the earlier of 60 days after their delivery to you or the expiration of the Term will be deemed an election not to acquire a successor franchise.

15. *TERMINATION OF AGREEMENT.*

A. *BY YOU.*

If you and your Owners are fully complying with the Agreement and we materially fail to comply with the Agreement and do not correct the failure within 30 days after you deliver written notice of the material failure

to us or if we cannot correct the failure within 30 days and we fail to give you within 30 days after your notice reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate the Agreement effective an additional 30 days after you deliver to us written notice of termination. Your termination of the Agreement other than according to this Section 15.A. will be deemed a termination without cause and a breach of the Agreement.

BY US.

(1) **Without Opportunity to Cure**. We may terminate the Agreement, effective on delivery of written notice to you, if:

(a) you (or any of your Owners) have made any material misrepresentations or omissions in the Application Materials or other information provided to us in acquiring the Franchise or operating your Center;

(b) you do not sign a Lease for an acceptable site for the Premises or open your Center within the time periods specified under Article 3 of these Terms;

(c) you (i) close your Center for business or inform us of your intention to cease operation of your Center, (ii) fail to actively operate your Center for three (3) or more consecutive days, or (iii) otherwise abandon or appear to have abandoned your rights under the Agreement;

(d) you (or any of your Owners) are or have been convicted by a trial court of, or plead or have pleaded no contest or guilty to, a felony;

(e) you (or any of your Owners) engage in any conduct which, in our reasonable opinion, adversely affects or is likely to have an adverse effect on the reputation of your Center, other Well Infused Centers, the System, or the goodwill associated with the Marks;

(f) you (or any of your Owners) make or attempt to make a Transfer without complying with the requirements of Article 13;

(g) you lose the right to occupy the Premises;

(h) you (or any of your Owners) make any unauthorized use or disclosure of any Confidential Information;

(i) you fail to pay when due any federal or state taxes due on or in connection with the operation of your Center, unless you are in good faith contesting your liability for those taxes;

(j) you understate the Gross Sales three (3) times or more during the Term;

(k) you (or any of your Owners) (a) fail on three (3) or more separate occasions within any 12 consecutive month period to comply with any provision of these Terms or (b) fail on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under these Terms, in either case, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(l) you (or any of your Owners) file a petition in bankruptcy or a petition in bankruptcy is filed against you; you make an assignment for the benefit of creditors or admit in writing to insolvency or inability to pay debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; your Center is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; or any order appointing a receiver, trustee, or liquidator of you or your Center is not vacated within 30 days following the order's entry;

(m) you (or any of your Owners) fail to comply with anti-terrorism laws, ordinances, regulations and Executive Orders;

(n) you create or allow to exist any condition in connection with your operation of your Center, at any location, which we reasonably determine to present a health or safety concern; you fail to comply with any provision of the Management Services Agreement and do not correct the failure within the applicable cure period (if any);

(o) if at any time after your Center commences operations, you fail to enter into a management services agreement with a Professional Entity and designate a Medical Director that is acceptable to us; or

(p) you or your Affiliate fails to comply with any other agreement with us or our Affiliate and does not correct such failure within the applicable cure period, if any.

(2) **Following an Opportunity to Cure**. We may terminate the Agreement, effective on delivery of written notice to you, if:

(a) we determine any Required Trainees are not capable or qualified to satisfactorily complete the initial training program or the annual training program, and you do not replace them with persons who are able to, and do, successfully complete the initial training program or the annual training program within 21 days following our written notice to you;

(b) you violate any law, ordinance, rule or regulation of a governmental agency in connection with the operation of your Center and fail to correct such violation within 72 hours after you receive notice from us or any other party;

(c) you fail to pay us or our Affiliates any amounts due and do not correct the failure within five (5) days after written notice of that failure has been delivered or fail to pay any third party obligations owed in connection with your ownership or operation of your Center and do not correct such failure within any cure periods permitted by the person or entity to whom such obligations are owed;

(d) your Center fails to pass a quality assurance audit, and you do not cure such failure within 15 days after we deliver written notice of the failure to you; or

(e) you (or any of your Owners) fail to comply with any other provision of these Terms or any System Standard, and do not correct the failure within 30 days after we deliver written notice of the failure to you.

B. *INTERIM OPERATIONS.*

In addition to, and not in derogation of, any other rights we have under these Terms or applicable law, if (a) you are in default of your obligations under these Terms, or (b) following expiration or termination of the Agreement, we are considering whether to exercise of our rights to purchase your Center under Section 16.B below (and pending closing of such purchase if we exercise such rights), then we may, at our election, either directly or through our designee, enter upon and take possession of your Center, for a period not to exceed 180 days, and thereafter take, in your name, all other actions necessary to effect the provisions of the Agreement. You agree that any such entry or other action shall not be deemed a trespass or other illegal act, and we will not be liable in any manner to you for so doing. If exercise our right to assume the management of your Center under clause (a) of this Section 15.C., you shall pay the entire cost thereof to us on demand, including compensation to us for the management of your Center in the amount of 10% of your Gross Sales, which amount will be separate from any fees or other amounts owed to us under the Agreement; however, if we exercise our rights under clause (b) of this Section 15.C., all revenue and expenses arising from the operation of your Center for the period during which we operate your Center will be deemed to be our revenue and expenses, and you will not be entitled to any such revenue or liable for the expenses of operating your Center during such period. If we exercise our rights

under this Section, then we may, but are not required to, use your employees or designate our own personnel to manage and operate your Center.

During the period in which we or our designee operate your Center under this Section, you will cooperate with us and our designees to support the operation of your Center in compliance with all the System Standards, including making available any and all books, records, and accounts. You agree that we or our designee will have the sole right to collect all revenue, in whatever form, from the operation of the Center and to use such revenue to pay expenses associated with the operation of your Center (including payment of any fees and other amounts owed to us and our Affiliates), and will be accounted for separately from our other revenue and expenses.

You agree that we or our designee need exercise only a reasonable degree of care in operating your Center and are under no duty to take extraordinary measures or, in any way, fund the operations to ensure your Center's success or continued operations during or after such period. You agree that you will continue to bear sole liability for any and all accounts payable, obligations, and/or contracts, including all obligations under your Center's Lease and all obligations to your vendors and employees and contractors, unless and until we expressly assume them in connection with the purchase of your Center under Section 16.B below. We may elect to cease such interim operations of your Center at any time on notice to you. We will not be liable to you or your owners for any debts, losses, or obligations your Center incurs, or to any of your creditors.

Our decision to operate your Center on an interim basis will not affect our right to terminate the Agreement under Section 15.B above. Your indemnification obligations set forth under Section 17.C will continue to apply during any period that we or our designee operate your Center.

We may freely assign any part of our rights under this Section to a third party.

16. *RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRATION.*

A. *YOUR OBLIGATIONS.*

On expiration or termination of the Agreement, you and, as applicable, your Owners, and all such other persons or entities who are bound under the terms of the Agreement must immediately do the following:

(1) pay us and our Affiliates all amounts which are then owed and unpaid;

(2) unless permitted under other franchise agreements with us, cease:

a. operating your Center or selling any products and services previously offered by your Center unless we direct you otherwise in connection with our exercise of our option to purchase pursuant to Section 16.B below;

b. using, for any purpose, any Confidential Information or Marks or any colorable imitation of a Mark;

c. identifying yourself or your business as having or having had any relationship with us or Well Infused Centers,

d. using any Contact Identifiers or Online Presence, and, at our direction, either disable such Contact Identifiers or Online Presence or transfer exclusive control and access of such Contact Identifiers or Online Presence to us or our designee;

e. interfering or attempting to interfere with our or our Affiliates' relationships with any vendors, franchisees or consultants or engaging in any other activity which might injure the goodwill of the Marks or the System;

(3) take all action necessary to cancel or assign all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(4) return to us or, at our direction, destroy all items, forms and materials containing any Confidential Information or Mark;

(5) if we do not exercise our option to purchase your Center under Section 16.B below, make the alterations we specify to distinguish the Premises clearly from its former appearance and from other Well Infused Centers, including by removing all materials bearing the Marks and removing from both the interior and exterior of the Premises all materials and components of our trade dress as we determine to be necessary in order to prevent public confusion and in order to comply with the non-competition provisions set forth in paragraph (7) below;

(6) comply with all other System Standards and applicable laws in connection with the closure and de-identification of your Center, including as it relates to disposing of Personal Information, in any form, in your possession or the possession of any of your employees; and

(7) subject to the applicable laws, for two (2) years beginning on the effective date of termination or expiration or the date on which all persons restricted by this paragraph (7) begin to comply with their obligations hereunder, whichever is later, neither you nor any of your Owners (including your and their immediate family members) will have any direct or indirect interest as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, lessor, representative, or agent in any Competitive Business located or operating (i) at the Premises, (ii) within a 10 mile radius of the Premises; or (iii) within a 10 mile radius of any other Well Infused Center in operation or under construction on the later of the effective date of the termination or expiration of the Agreement or the date on which all persons restricted by this paragraph (7) begin to comply with such obligations. You must reimburse us for all costs and expenses we incur in correcting any such deficiencies. If any person restricted by Section 16.A(7) above refuses voluntarily to comply with those obligations, the two-year period for that person will commence with the entry of a court order enforcing that provision. You and your Owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Section 16.A(7) will not deprive you of your personal goodwill or ability to earn a living.

Within 10 days after the expiration or termination of the Agreement, you must give us evidence satisfactory to us of your compliance with these obligations. If you fail to take any of the actions or refrain from taking any of the actions described above, we may take whatever action and sign whatever documents we deem appropriate on your behalf to cure the deficiencies, including, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove any signs or other materials containing any Marks from your Center.

B. *OUR RIGHT TO PURCHASE YOUR CENTER.*

In addition to any other rights to purchase we have under these Terms, we have the right to purchase your Center (the "**Purchase Option**") on the expiration or termination of the Agreement. We will have 30 days after expiration or termination to exercise the Purchase Option by written notice to you. We have the unrestricted right to assign the Purchase Option in our discretion. The purchase price for your Center will be the net realizable value of the tangible assets in accordance with the liquidation basis of accounting (not the value of your Center as a going concern) ("**Liquidation Value**"). If you dispute our calculation of the Liquidation Value, we will appoint one independent accredited appraiser, within 15 days after we receive all relevant financial and other information necessary to calculate the Liquidation Value, who will calculate the Liquidation Value based on the criteria above. You and we will share equally the appraiser's fees and expenses. The appraiser must complete its calculation within 30 days after its appointment. The appraiser's calculation of the Liquidation Value will be the purchase price. Closing of the purchase will take place, as described below, on a date we select which is within 90 days after determination of the Liquidation Value.

You agree that, if we require that you continue to operate your Center while we consider exercising our Purchase Option or close on the purchase, you will do so in accordance with these Terms up to the closing or until we direct that you cease doing so. You agree to cooperate with us in conducting due diligence, including providing us with access to your business and financial records, contracts and all other information relevant to your Center.

At the closing, we (or our assignee) will pay the purchase price in cash. You agree to execute and deliver to us (or our assignee):

(1) all customary agreements, in form and substance acceptable to us, and in which you (i) provide all customary warranties and representations, including, without limitation, as to ownership and condition of and title to assets, no liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise; (ii) transfer good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; (iii) and assign the Lease and all of the licenses and permits for your Center which are permitted to be assigned or transferred; and

(2) an agreement, in form and substance satisfactory to us, voluntarily terminating the Agreement under which you and your Owners release, in form and substance satisfactory to us, any and all claims you and your Owners have against us and our shareholders, officers, directors, employees, agents, successors, and assigns and agree to comply with all post-term obligations set forth in Sections 16.A above and with all other obligations which, either expressly or by their nature, are intended to survive termination or expiration of the Agreement.

C. *LOST REVENUE DAMAGES.*

If we terminate the Agreement because of your breach or if you terminate the Agreement without cause, you and we agree that it would be difficult, if not impossible, to determine the amount of damages that we would suffer due to the loss or interruption of the revenue stream we otherwise would have derived from your continued payment of Royalties through the remainder of the Term. Therefore, you and we agree that a reasonable estimate of such damages, less any cost savings we might have experienced (the "**Lost Revenue Damages**"), is an amount equal to the net present value of the Royalties that would have become due had the Agreement not been terminated, from the date of termination to the earlier of: (1) 36 months following the date of termination, or (2) the originally scheduled expiration of the Term (the "**Measurement Period**"). For the purposes of this Section, Lost Revenue Damages shall be calculated as follows: (1) the number of calendar months in the Measurement Period, multiplied by (2) the Royalty fee percentage, multiplied by (3) the highest monthly Gross Sales of your Center during the 36 full calendar months immediately preceding the termination date (or, if the termination is based on your unapproved closure of your Center, the 36 full calendar months immediately preceding the closure date); provided, that if as of the termination date (or the closure date in light of the foregoing), your Center has not been operating for at least 36 months, the highest average monthly Gross Sales of all Well Infused Centers operating under the Marks during the 36 months immediately preceding the termination date.

You agree to pay us Lost Revenue Damages, as calculated in accordance with this Section, within 15 days after the Agreement is terminated, or on any later date that we determine. You and we agree that the calculation described in this Section is a calculation only of the Lost Revenue Damages and that nothing herein shall preclude or limit us from proving and recovering any other damages caused by your breach of the Agreement.

D. *CONTINUING OBLIGATIONS.*

All provisions of these Terms that expressly or by their nature survive the Agreement's expiration or termination (including all obligations relating to non-disparagement, Personal Information, non-competition, non-interference, confidentiality, and indemnification) will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until all obligations are satisfied in full or by their nature expire.

17. *RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.*

A. *INDEPENDENT CONTRACTORS.*

The Agreement does not create a fiduciary relationship between you and us. You and we are and will be independent contractors, and nothing in the Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with clients, vendors, public officials, your personnel, and others as the owner of

your Center under a franchise we have granted and to place notices of independent ownership on the business cards, advertising, and other materials we periodically require.

You will have a contractual relationship only with us and will look only to us to perform under the Agreement. None of our Affiliates is a party to the Agreement and has no obligations under it. However, you and we agree that our Affiliate who is the owner of the Marks is a third-party beneficiary of those provisions in these Terms relating to use of the Marks, with the independent right to enforce such provisions against you and to seek damages from you for your failure to comply with those provisions.

B. *NO LIABILITY TO OR FOR ACTS OF OTHER PARTY.*

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of your Center or the business you conduct under the Agreement. We will have no liability for your obligations to pay any third parties, including any product vendors. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or your Center, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any such taxes that we must pay to any state taxing authority on account of your operation or payments that you make to us.

C. *INDEMNIFICATION.*

You agree to indemnify, defend, and hold us, our Affiliates, and our and their respective owners, directors, managers, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") harmless against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the development, management, or operation of your Center, the business you conduct under the Agreement, or your breach of the Agreement or Management Services Agreement, including, without limitation, those alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Indemnified Party's intentional misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, "**claims**" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense (including choosing and retaining its own legal counsel) and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding the Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph.

18. *ENFORCEMENT.*

A. *ARBITRATION.*

All controversies, disputes, or claims between us or any of our Affiliates (and our and their respective shareholders, officers, directors, agents, and employees), on the one hand, and you (and your Owners, guarantors, Affiliates, and employees), on the other hand, arising out of or related to: (1) the Agreement or any other agreement between you (or any of your Owners) and us (or any of our Affiliates); (2) our relationship with you; (3) the scope or validity of the Agreement or any other agreement between you (or any of your Owners) and us (or any of our Affiliates) or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which we and you acknowledge is to be determined by an arbitrator, not a court); or (4) any

System Standard, must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (the "**AAA**"). The arbitration proceedings will be conducted by one arbitrator and, except as this Section otherwise provides, according to the AAA's then current Commercial Arbitration Rules. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of our (or our successor's or assign's, as applicable) then-current principal place of business (currently, Naples, Florida). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by us or our Affiliates generic or otherwise invalid, or award any punitive or exemplary damages against any party to the arbitration proceeding (we and you hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any party to the arbitration proceeding). In any arbitration brought pursuant to this arbitration provision, and in any action in which a party seeks to enforce compliance with this arbitration provision, the prevailing party shall be awarded its costs and expenses, including attorneys' fees, incurred in connection therewith.

In any arbitration proceeding, each party will be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by any party.

If any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute, controversy or claim that otherwise would be subject to arbitration under this Section, then all parties agree that this arbitration clause shall not apply to that dispute, controversy or claim and that such dispute, controversy or claim shall be resolved in a judicial proceeding in accordance with the dispute resolution provisions of the Agreement.

In any arbitration arising as described in this Section, the arbitrator shall have full authority to manage any necessary exchange of information among the parties with a view to achieving an efficient and economical resolution of the dispute. The parties may only serve reasonable requests for documents, which must be limited to documents upon which a party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to." No interrogatories or requests to admit shall be propounded, unless the parties later mutually agree to their use.

The provisions of this Section are intended to benefit and bind certain third-party non-signatories. The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Agreement. Any provisions of the Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

B. *CONSENT TO JURISDICTION.*

Subject to Section 18.A above and the provisions below, we and you agree that all controversies, disputes, or claims between us or any of our Affiliates (and our and their respective shareholders, officers, directors, agents, and employees), on the one hand, and you (and your Owners, guarantors, Affiliates, and employees), on the other hand, arising out of or related to the Agreement or any other agreement between you (or any of your Owners) and us (or any of our Affiliates) or our relationship with you must be commenced exclusively in state or federal court closest to our (or our successor's or assign's, as applicable) then-current principal place of business (currently,

Naples, Florida), and the parties irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, the parties agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are or your Center is located.

C. *GOVERNING LAW.*

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, the agreement (or any other agreement between us (or our Affiliates) and you (or your Affiliates)), the Franchise, the Management Services Agreement, and all claims arising from the relationship between us (or your Affiliates) and you (or your Affiliates) will be governed by the laws of the State of Florida, without regard to its conflict of laws rules, except that any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

D. *WAIVER OF PUNITIVE DAMAGES, CLASS ACTION BAR, AND JURY TRIAL.*

Except for your obligation to indemnify us under Section 17.C, we and you (and your Owners) waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and you, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains.

We and you agree that all proceedings, whether submitted to arbitration under Section 18.A above or submitted to a court, will be conducted on an individual basis and that no proceeding between us and any of our Affiliates, or our and their respective shareholders, officers, directors, agents, and employees, on the one hand, and you (or your Owners, guarantors, Affiliates, and employees), on the other hand, may be: (i) conducted on a class-wide basis, (ii) commenced, conducted or consolidated with any other proceeding, (iii) joined with any claim of an unaffiliated third-party, or (iv) brought on your behalf by any association or agent.

We and you irrevocably waive trial by jury in any action or proceeding brought by either of us.

E. *INJUNCTIVE RELIEF.*

Nothing in the Agreement, including the provisions of Section 18.A, bars our right to obtain specific performance of the provisions of the Agreement and injunctive or other equitable relief against threatened conduct that will cause us, the Marks and/or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and injunctions. You agree that we may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

F. *COSTS AND ATTORNEYS' FEES.*

The prevailing party in any judicial or arbitration proceeding shall be entitled to recover from the other party all damages, costs and expenses, including arbitration and court costs and reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding.

G. *LIMITATIONS OF CLAIMS.*

Except for claims arising from your non-payment or underpayment of amounts you owe us or our Affiliates, any and all claims arising out of or relating to the Agreement (or any other agreement between us and our Affiliates, and you and your Affiliates), the Franchise, and all claims arising from the relationship between us and you will be barred unless a judicial or arbitration proceeding is commenced in accordance with these Terms

within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

No previous course of dealing shall be admissible to explain, modify, or contradict the terms of the Agreement. No implied covenant of good faith and fair dealing shall be used to alter the expressed terms of the Agreement.

19. *MISCELLANEOUS.*

A. *SECURITY INTEREST.*

You hereby collaterally assign to us the Lease and grant us a security interest in all of the Operating Assets and all other assets of your Center, including but not limited to inventory, accounts, supplies, contracts, cash derived from the operation of your Center and sale of other assets, and proceeds and products of all those assets. You agree to execute such other documents as we may reasonably request in order to further document, perfect and record our security interest. If you default in any of your obligations under the Agreement, we may exercise all rights of a secured creditor granted to us by law, in addition to our other rights under the Agreement and at law. If an approved third-party lender requires that we subordinate our security interest in the assets of your Center as a condition to lending you working capital for the construction or operation of your Center, we will agree to subordinate pursuant to terms and conditions determined by us. The Agreement shall be deemed to be a security agreement and financing statement and may be filed for record as such in the records of any county and state that we deem appropriate to protect our interests.

If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the Assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee seeks and/or obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any Collateral Franchisee uses to secure the SBA Financing, and Franchisor and Franchisee further agree that (i) the provisions of Attachment D are fully incorporated herein and applicable to Franchisor and Franchisee, (ii) Franchisor shall subordinate its security interest or other lien on Franchisee's Collateral to that of the lender of the SBA Financing and (iii) Franchisor waives the requirement of the written acknowledgement referenced in this Section.

B. *BINDING EFFECT.*

The Agreement is binding on each of us and our respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and System Standards, the Agreement may only be modified by a written agreement signed by each of us.

C. *RIGHTS OF PARTIES ARE CUMULATIVE.*

Our and your rights under the Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under the Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

D. *SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.*

Except as expressly provided to the contrary in the Agreement, each section, paragraph, term, and provision of the Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect,

any other portions of the Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than the Agreement requires of the Agreement's termination or of our refusal to enter into a successor franchise agreement, or some other action that the Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of the Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice or other action required by the law or rule will be substituted for the comparable provisions of the Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of the Agreement, as though it were separately articulated in and made a part of the Agreement.

E. *WAIVER OF OBLIGATIONS.*

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under the Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of 10 days' prior written notice.

We and you will not be deemed to have waived or impaired any right, power, or option the Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate the Agreement before its term expires) because of any custom or practice at variance with the Agreement's terms; our or your failure, refusal, or neglect to exercise any right under the Agreement or to insist upon the other's compliance with the Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Well Infused Centers; the existence of franchise agreements for other Well Infused Centers which contain provisions different from those contained in the Agreement; or our acceptance of any payments due from you after any breach of the Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

F. *THE EXERCISE OF OUR JUDGMENT.*

We have the right to operate, develop, and change the System in any manner that is not specifically prohibited by the Agreement. Whenever we have reserved in the Agreement a right to take or to withhold an action, to grant or decline to grant you a right to take or withhold an action, or to provide or withhold approval or consent, we may, except as otherwise specifically provided in the Agreement, make our decision or exercise our rights in our sole and unfettered discretion.

G. *CONSTRUCTION.*

The preambles and exhibits are a part of these Terms, which together with the attached Data Sheet, constitute our and your entire agreement, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of the Agreement, the franchise relationship, or your Center (any understandings or agreements reached, or any representations made, before the Agreement are superseded by the Agreement). Any policies that we periodically adopt and implement to guide us in our decision-making are subject to change, are not a part of the Agreement, and are not binding on us. Except as provided in Section 17.C, nothing in the Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to the Agreement. Nothing in the Agreement is intended to

disclaim the representations we made in the franchise disclosure document.

Except where the Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in these Terms to the "Agreement" mean these Terms and the attached Data Sheet, together. The term "Affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. "Control" means the power to direct or cause the direction of management and policies. "Including" means "including, without limitation."

If two or more persons are at any time the owners of the Franchise and your Center, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to "Owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of the Agreement and your Center or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), the Agreement, the Franchise, or your Center and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. References to a "controlling interest" means the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. "Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The term "Center" includes all of the assets of the Well Infused Center you operate under the Agreement, including its revenue and the Lease.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by 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.

H. *NOTICES AND PAYMENTS.*

All written notices, reports, and payments permitted or required to be delivered by the Agreement or the Operations Manual will be deemed to be delivered on the earlier of the date of actual delivery or one of the following: (i) at the time delivered by hand, (ii) at the time delivered via computer transmission and, in the case of the Royalty, Brand Fund Contributions, and other amounts due, at the time we actually receive electronic payment, or (iii) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery. Any notice must be sent to you at the mailing address or email address shown on the attached Data Sheet and to us at the address shown in the opening paragraph of these Terms, attention: President, or to the most current principal business address of which the notifying party has notice; except that, it will always be deemed acceptable to send notice to you at the address of the Premises.

I. *NO RECOURSE AGAINST NON-PARTY AFFILIATES.*

You agree that you will look only to us to perform under the Agreement. Our Affiliates are not parties to the Agreement and have no obligations under it. You may not look to our Affiliates for performance. You agree that we and our Affiliates' members, managers, owners, directors, officers, employees, and agents shall not be personally liable or named as a party in any action between us and our Affiliates, on the one hand, and you or your

Affiliates or your/their respective owners, on the other hand.

J. *COUNTERPARTS; COPIES.*

The Agreement may be executed in multiple counterparts which, taken together, shall constitute a single instrument. Faxed, scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

K. *SAFETY.*

We will not be required to send any of our representatives to your Center to provide any assistance or services if, in our sole determination, it is unsafe to do so. Such determination by us will not relieve you from your obligations under the Agreement (including, without limitation, to pay monies owed) and will not serve as a basis for your termination of the Agreement.

L. *PROHIBITED PARTIES*

You hereby represent and warrant to us, as an express consideration for the Franchise granted hereby, that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, is now, or has been:

(1) Listed on: (a) the U.S. Treasury Department's List of Specially Designated Nationals, (b) the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders, (c) the U.S. State Department's Debarred List or Nonproliferation Sanctions, or (d) the Annex to U.S. Executive Order 13224; or

(2) A person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or is owned or controlled by terrorists or sponsors of terrorism.

You further represent and warrant to us that you are now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by you to us or our Affiliates are and will be legally obtained in compliance with these laws. You agree not to, and to cause all employees, agents, representatives, and any other person or entity associated with you not to, during the Term, take any action or refrain from taking any action that would cause such person or entity to become a target of any such laws and regulations.

You further covenant that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, will, during the Term of the Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

[Signature page follows]

[Signature page to Franchise Agreement Terms]

IN WITNESS WHEREOF, the parties have executed and delivered the Agreement on the dates noted below, to be effective as of the Effective Date.

WELL INFUSED FRANCHISE LLC, a Wyoming limited liability company

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

FRANCHISEE:

_____
[Name]

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

ATTACHMENT A
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by each of the undersigned persons indicated below who have executed this Guaranty (each a "**Guarantor**") to be effective as of the Effective Date of the Agreement (defined below).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (as amended, modified, restated or supplemented from time to time, the "**Agreement**") on this date by **WELL INFUSED FRANCHISE LLC**, a Wyoming limited liability company ("**us**") each Guarantor personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement and afterward as provided in the Agreement, that _____("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, and transfer requirements.

Each Guarantor consents and agrees that: (1) Guarantor's direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) Guarantor will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) at our request, each Guarantor shall present updated financial information to us as reasonably necessary to demonstrate such Guarantor's ability to satisfy the financial obligations of Franchisee under the Agreement.

Each Guarantor waives: (i) all rights to payments and claims for reimbursement or subrogation which any Guarantor may have against Franchisee arising as a result of the Guarantor's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of Guarantor's undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate.

The provisions contained in Section 18 (Enforcement) of the Agreement, including Section 18.A (Arbitration), Section 18.B (Consent to Jurisdiction) and Section 18.F (Costs and Attorneys' Fees) of the Agreement are incorporated into this Guaranty by reference and shall govern this Guaranty and any disputes between the Guarantors and us. The Guarantors shall reimburse us for all costs and expenses we incur in connection with enforcing the terms of this Guaranty.

By signing below, the undersigned non-owner spouse of each Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty. We confirm that a spouse who signs this Guaranty solely in his or her capacity as a spouse (and not as an owner) is signing merely to acknowledge and consent to the execution of the Guaranty by his or her spouse and to bind the assets of the marital estate as described therein and for no other purpose (including, without limitation, to bind the spouse's own separate property).

Each Guarantor that is a business entity, retirement or investment account, or trust acknowledges and agrees that if Franchisee (or any of its Affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guaranty is binding upon each Guarantor and its respective executors, administrators, heirs, beneficiaries, and successors in interest.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as this Guaranty and Assumption of Obligations was executed.

GUARANTOR(S)	**SPOUSE(S)**
Name:_____ Sign: _____ Address: _____ _____ _____	Name:_____ Sign: _____ Address: _____ _____ _____
Name**:**_____ Sign: _____ Address: _____ _____ _____	Name**:**_____ Sign: _____ Address: _____ _____ _____

ATTACHMENT B
TO FRANCHISE AGREEMENT

REPRESENTATIONS AND ACKNOWLEDGEMENT STATEMENT

DO NOT SIGN THIS STATEMENT IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN, OR THE FRANCHISE GRANTED IS SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

The purpose of this Statement is to demonstrate to **WELL INFUSED FRANCHISE LLC**, a Wyoming limited liability company ("Franchisor") that the person(s) signing below ("I," "me" or "my"), whether acting individually or on behalf of any legal entity established to acquire the development and/or franchise rights ("Franchisee"), (a) fully understands that the purchase of a Well Infused Center franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor's Franchise Disclosure Document and Exhibits (collectively, the "FDD") with which you were provided prior to signing the Agreement in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.	INITIAL:
I acknowledge that I have had the opportunity to personally and carefully review the FDD and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.	INITIAL:
Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.	INITIAL:
My decision to purchase the Franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.	INITIAL:
I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.	INITIAL:

PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED. Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD? ☐ Yes ☐ No (Initial Here: ____) If you selected "Yes," please describe the information you received on the lines below: _____ _____.	INITIAL:

Prohibited Parties Clause. I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department's List of Specially Designated Nationals;

2. the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders;

3. the U.S. State Department's Debarred List or Nonproliferation Sanctions; or

4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any anti-terrorism law.

Sign: _____
Name: _____
Capacity: Individually, and for and on behalf of
[Franchisee Name]

Sign: _____
Name: _____
Capacity: Individually, and for and on behalf of
[Franchisee Name]

Sign: _____
Name: _____
Capacity: Individually, and for and on behalf of
[Franchisee Name]

ATTACHMENT C
TO FRANCHISE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

The parties to this Business Associate Agreement (this Agreement) Well Infused Franchise LLC and person or entity identified as the "Franchisee" under the Franchise Agreement to which this Agreement is attached to. This Agreement controls the Use and Disclosure of all Protected Health Information and Nonpublic Personal Financial Information in a party's possession or control as a result of the party acting as a Business Associate of a Covered Entity.

I. *DEFINITIONS*

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules. In the event of a conflict between the definitions in this Agreement and the definitions in the HIPAA Rules, the definitions in the HIPAA Rules shall be applied.

Covered Entity shall generally have the same meaning as the term "covered entity" at 45 C.F.R. §160.103.

Business Associate shall generally have the same meaning as the term "business associate" at 45 C.F.R. §160.103.

Protected Health Information ("PHI") includes electronic Protected Health Information and means any information, whether oral or recorded in any form or medium that:

a. Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual;

b. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and

c. Is limited to the information created or received by BA from or on behalf of CE.

Electronic Protected Health Information ("e-PHI") is a subset of Protected Health Information and means PHI that is transmitted by or maintained in any electronic media.

Disclose means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Data aggregation means, with respect to PHI created or received by a BA in its capacity as a BA of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities.

Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

HIPAA Rules mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

Required By Law means a mandate contained in law that compels a CE to make a use or disclosure of PHI and that is enforceable in a court of law.

Availability means that data or information is accessible and useable upon demand by an authorized person.

Confidentiality means that data or information is not made available or disclosed to unauthorized persons or processes.

Integrity means that data or information have not been altered or destroyed in an unauthorized manner.

Security Incident means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

HITECH means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

Unsecured PHI shall have the same definition that the Secretary gives the term in guidance issued pursuant to § 13402 of HITECH.

II. *OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE*

1. Nondisclosure. BA shall not use or disclose CE's PHI otherwise than as permitted or required by this Agreement or as Required By Law.

2. Minimum Necessary. BA shall use or further disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE, or otherwise in furtherance of the underlying Services Agreement between BA and CE.

3. Safeguards. BA shall use appropriate safeguards to prevent use or disclosure of CE's PHI otherwise than as provided for by this Agreement.

4. Reporting of Unauthorized Disclosures. BA shall report to CE any use or disclosure of CE's PHI not provided for by this Agreement of which BA becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. §164.410 and any security incident of which it becomes aware.

5. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement.

6. BA's Agents. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BA shall ensure that any agents, including subcontractors, that create, receive, maintain or transmit PHI on behalf of BA agree to the same restrictions, conditions and requirements that apply to the BA with respect to such information.

7. Access to PHI. BA shall provide access, at the request of CE, and in the time and manner designated by CE, to PHI to CE or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR §164.524. This provision applies only to PHI received or created by BA pursuant to this Agreement, if BA possesses such PHI.

8. Documentation of Disclosures. BA shall document such disclosures of PHI and information related to such disclosures as would be required for CE to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

9. Accounting of Disclosures. BA shall provide to CE, in time and manner designated by CE, information collected in accordance with Section 8 of this Agreement, to permit CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Except in the case of a direct request from an Individual for an accounting related to treatment, payment, or operations disclosures through electronic health records, if the request for an accounting is delivered directly to BA or its agents or subcontractors, if any, BA shall within ten (10) business days of a request notify CE about such request. CE shall either request BA to provide such information directly to the Individual, or it shall request that the information be immediately forwarded to CE for compilation and distribution to such Individual. In the case of a direct request for an accounting from an Individual related to treatment, payment, or operations disclosures through electronic health records, BA shall provide such accounting to the Individual in accordance with HITECH § 13405(c). BA shall not disclose any PHI unless such disclosure is required by

law or is in accordance with this Agreement. BA shall document such disclosures. Notwithstanding anything in the Agreement to the contrary, BA and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section for a period of six (6) years after termination of the Agreement.

10. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR § 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision applies only to PHI received or created by BA pursuant to this Agreement, if BA possesses such PHI.

11. Internal Practices. BA shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE's compliance with the HIPAA Rules.

12. Security of e-PHI. If BA creates, receives, maintains or transmits e-PHI at any time during the term of this agreement, BA agrees to appropriately safeguard the e-PHI as follows:

    a. **Safeguards**. Develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or e-PHI other than as provided by this Agreement, and to implement administrative, physical, and technical safeguards as required by §164.308, 164.310, 164.312 and 164.316 and HITECH to protect the confidentiality, integrity, and availability of e-PHI or PHI that BA creates, receives, maintains, or transmits, in the same manner that such sections apply to the CE. *See* HITECH § 13401;

    b. **Agents**. BA will ensure that any agent, including a subcontractor, to whom it provides e-PHI agrees to implement reasonable and appropriate safeguards to protect it; and

    c. **Reporting**. BA will report to CE any Security Incident, of which BA becomes aware.

13. BA shall comply with any additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities. *See* HITECH § 13401.

14. BA shall adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH §§ 13401-13402.

15. BA shall mitigate any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement and notify CE of any breach of Unsecured PHI, as required under HITECH § 13402.

16. In the case of a breach of Unsecured PHI, the BA shall, promptly following the discovery of a breach of such information, notify CE of such breach. The notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during the breach.

17. BA shall be solely responsible for the cost of the required reporting, notification or mitigation associated with BA's breach of Unsecured PHI. Further, BA shall reimburse CE for any costs CE incurs as a result of assisting BA with BA's requirements as a result of a breach of Unsecured PHI.

18. BA shall enter into an agreement with each of its subcontractors pursuant to 45 CFR § 164.308(b)(1) and HITECH § 13401 that is appropriate and sufficient to require each such subcontractor to protect PHI to the same extent required by BA hereunder.

19. BA shall along with its agents or subcontractors, if any, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. BA agrees to comply with the Secretary's guidance on what constitutes "minimum necessary". *See* HITECH § 13405.

20. BA shall take reasonable steps to cure the breach or end the violation if BA knows of a pattern of activity or practice by CE that constitutes a material breach or violation of CE's obligations under this Agreement. If such steps are unsuccessful within a period of 30 days, BA will either: 1) terminate the Agreement, if feasible; or 2) report the problem to the Secretary. *See* HITECH § 13404(b).

III. *PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE*

1. Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform necessary functions, activities, or services for, or on behalf of CE, provided such use or disclosure would not violate the HIPAA Rules if done by the CE.

2. Use for Management and Administration. Except as otherwise limited in this Agreement, BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.

3. Disclosure for Management and Administration. Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:

    a. Disclosures are required by law; or

    b. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and

    c. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Data Aggregation. Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.

5. Report Violations of Law. Except as otherwise limited in this Agreement, BA may use PHI to report violations of law appropriate to federal and state authorities consistent with 45 CFR §164.502(j)(1).

IV. *OBLIGATIONS OF COVERED ENTITY*

1. Changes in Permission. CE shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

2. Notification of Restrictions. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to or must comply with in accordance with 45 CFR § 164.522 and/or HITECH §13405(a), to the extent that such restriction may affect BA's use or disclosure of PHI.

V. *PERMISSIBLE REQUESTS BY COVERED ENTITY*

1. Requests by Covered Entity. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by CE.

2. Audits, Inspection and Enforcement. From time to time upon reasonable notice, CE may inspect the facilities, systems, books and records of BA to monitor compliance with this Agreement. BA shall promptly remedy any violation of any term of this Agreement and shall certify the same to CE in writing. The fact that CE inspects, fails to inspect, or has the right to inspect BA's facilities, systems and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection of a violation of any term of this Agreement.

VI. *TERM AND TERMINATION*

1. Term. The Term of this Agreement shall be effective as of the effective date of the Franchise Agreement, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is

destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance the termination provisions in this Section.

2. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:

    a. provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Agreement;

    b. immediately terminate this Agreement if BA has breached a material term of this Agreement and cure is not possible; or

    c. report the violation to the Secretary if neither cure of the breach nor termination of this Agreement is feasible.

3. Effect of Termination. Except as provided in paragraph (4) of this section, upon termination of this Agreement, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.

4. Return or Destruction of PHI Not Feasible. In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

VII. *MISCELLANEOUS*

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules and HITECH means the section as in effect or as amended, and for which compliance is required.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time for CE to comply with the requirements of the HIPAA Rules.

3. Survival. The respective rights and obligations of BA under Section VI.3. and VI.4. of this Agreement shall survive the termination of this Agreement.

4. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules and applicable state laws. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CE to comply with the HIPAA Rules and applicable state laws.

5. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the Privacy Rule, except where BA or its subcontractor, employee or agent is a named adverse party.

ATTACHMENT D

PROVISIONS APPLICABLE TO SBA FINANCING

For the purpose of Franchisee's application for funding from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (the "SBA"), and at all times that the SBA has an interest in any SBA-assisted financing provided to Franchisee, Franchisor and Franchisee agree as follows:

1. With respect to a partial interest in the Franchised Business, Franchisor may exercise its option to purchase or its right of first refusal only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

2. If Franchisor's consent is required for any transfer (full or partial) of the Franchised Business, Franchisor will not unreasonably withhold such consent.

3. If Franchisee owns the real estate where the Franchised Business operates, Franchisee will not be required to sell the real estate upon default or termination of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the Term (excluding additional renewals) for fair market value.

4. If Franchisee owns the real estate where the Franchised Business operates, Franchisor has not and will not during the Term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee's real estate, they must be removed in order for Franchisee to obtain SBA financial assistance.

5. If Franchisee owns the real estate where the Franchised Business operates, the right of Franchisor to assume Franchisee's lease has not and will not during the Term of the Franchise Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

6. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

7. The Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business. Meaningful oversight includes the authority to:

i. Approve the annual budget of the Franchised Business;
ii. Have control over the bank accounts of the Franchised Business; AND
iii. Have oversight over the employees operating the Franchised Business (who must be employees of Franchisee).

Franchisee agrees that the Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business by requiring Franchisee to comply with quality, marketing, and operations standards that govern Franchisee's use of Franchisor's System.

EXHIBIT C

MANAGEMENT SERVICES AGREEMENT

MANAGEMENT SERVICES AGREEMENT INFORMATION DROP

Please select and fill in the fields below. We will be using this to autofill the rest of the Agreement.

State of Practice (please choose from dropdown): _____

Effective Date: _____

Management Company Business Name: _____

Management Company State of Registration: _____

Management Company Entity type: _____

Practitioner License Roles: *(Select all that apply - you can select multiple roles by holding the Shift + click)*

_____

Medical Director Name: _____

Nurse Practitioner Name (if provided by the Practice): _____

Management Company Tax ID: _____

Management Company Mailing Address 1: _____

Management Company Mailing Address 2: _____

Management Company City: _____

Management Company State: _____

Management Company Zip: _____

Management Company Email: _____

Management Company Signer Name: _____

Management Company Signer Title: _____

Management Company Signer Email: _____

Management Company Employees: _____

MANAGEMENT SERVICES AGREEMENT

This **MANAGEMENT SERVICES AGREEMENT** (this "**Agreement**") is made and entered into as of _____(the "**Effective Date**"), by and between_____, a _____whose address is _____(the "**Manager**"), and _____, a _____whose address is _____(together with its subsidiaries, the "**Practice**"). The Manager and the Practice are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

A. WHEREAS, the Practice is a medical provider that desires to perform professional medical services for patients;

B. WHEREAS, the Practice's services are performed through physicians licensed in the State of _____, as well as to the extent applicable from time to time, by the Practice's employees or under contract with the Practice, pursuant to contracts with licensed and trained healthcare practitioners collectively referred to as the "**Practice Personnel**."

C. WHEREAS, the Practice does not own or possess facilities for the provision of its services, nor does the Practice own or possess medical equipment, furnishings, or supplies that are required for the operation of the Practice;

D. WHEREAS, the Manager is a franchisee of Well Infused Franchise LLC ("**Franchisor**") and, together with Franchisor, is party to a Franchise Agreement that, among other things, allows Manager to use Franchisor's "Well Infused" trademarks in connection with the operation by the Manager of a Well Infused- branded health and wellness center (the "**Franchise Agreement**");

E. WHEREAS, the Manager has specialized expertise and experience in the operation and marketing of the non-medical aspects of a business of the type operated or intended to be operated by the Practice, owns or possesses the right to occupy commercial premises located at _____(the "**Well Infused Center**"), and owns or possesses medical equipment, furnishings, or supplies;

F. WHEREAS, the Practice desires to provide certain health and wellness services at Manager's Well Infused Center and to retain the Manager to provide certain administrative and non-medical support services to the Practice within the parameters set forth in the Franchise Agreement, and the Manager is willing to provide such administrative and non-medical support services to the Practice upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Retention of Manager; Services**. The Practice hereby retains the Manager, and the Manager hereby agrees to provide to the Practice certain administrative and non-medical support services (the "**Services**") which include, without limitation, the following:

(i) general administration of the non-clinical aspect of the Practice's operations,

(ii) services of the Manager's corporate accounting and internal controls personnel,

(iii) use of the Manager's Well Infused Center,

(iv) all necessary business supplies, equipment, and materials for use at the Office,

(v) use of the Manager's communication systems and telephone equipment,

(vi) use of the Manager's information systems services,

(vii) such non-medical support services to the Practice as may be reasonably necessary to facilitate the Practice's performance of medical services that the Manager is authorized under the Franchise Agreement to provide at its Well Infused Center, including reception, secretarial, janitorial, maintenance, and security services as may be deemed reasonably necessary by the Manager for the proper operation of the Practice, and

(viii) such other non-clinical administrative services which the Parties shall mutually determine are necessary for the efficient operation of the Practice's business and affairs.

The Parties agree that the Services shall be provided exclusively by the Manager using its employees or third- party providers retained by it ("**Manager Personnel**").

2. **Relationship of the Parties**.

2.1 **Employees**. At no time shall Manager Personnel be considered employees of the Practice. The Manager shall be responsible for complying with all federal, state, and local labor and tax laws and regulations with respect to Manager Personnel. The Manager is engaged in providing the Services as an independent contractor. All arrangements between the Manager and Manager Personnel are, therefore, solely the Manager's concern, and the Practice shall not have any liability with respect thereto except as otherwise expressly set forth herein.

2.2 **Referrals**. The Manager shall neither have nor exercise any control or direction over the number, type, or recipient of patient referrals made by the Practice, and nothing in this Agreement shall be construed as directing or influencing such referrals. None of the Manager's activities contemplated under this Agreement, or otherwise, shall constitute obligations of the Manager to generate patient flow or business to the Practice. Rather, the Manager enables the Practice and the Practice Personnel to focus on delivering the highest quality of patient care by removing the increasingly burdensome task of operating the business aspects of such practice.

2.3 **Corporate Practice of Medicine**. The Parties have made all reasonable efforts to ensure that this Agreement complies with the corporate practice of medicine prohibitions in the state in which the Practice operates. The Parties understand and acknowledge that such laws may change, be amended, or have a difference in interpretation, and the Parties intend to comply with such laws in the event of such occurrences. Under this Agreement, the Practice shall have the exclusive authority and control over the medical aspects of the Practice's business to the extent they constitute the practice of medicine as and to the extent regulated under applicable law, while the Manager shall have the sole authority to manage the non-clinical aspects of the Practice as more fully described within SECTION 3 of this Agreement and otherwise to the extent such activities are not considered the practice of medicine under applicable law or required to be provided solely by a licensed physician. Neither Party shall take any action that does not comply with any federal, state, and local laws, rules, and regulations now in force, or which may hereafter be in force, which are applicable to the Practice or the Manager, including, without limitation the Federal Anti-kickback Statute (42 U.S.C. § 13201-7B(B) and the physician self-referral law (42 U.S.C. § 1395 NN), and any state laws corresponding in substance to the foregoing Federal Laws.

3. **Duties of the Manager**.

3.1 **Performance**. The Manager will perform, or cause to be performed, the Services hereunder and as required by the Franchise Agreement, with not less than the degree of care, skill, and diligence with which it performs or would perform similar services for itself consistent with past practices (including, without limitation, with respect to the type, quantity, quality and timeliness of such services). The Manager shall use all commercially reasonable efforts to deliver the Services in a competent and timely fashion.

3.2 **Services Evidence**. The Manager shall maintain books, records, documents, and other written

evidence consistent with its normal accounting procedures and practices, sufficient to accurately, completely, and properly reflect the performance of the Services hereunder and the amounts due in accordance with any provision of this Agreement (collectively, the "**Services Evidence**").

3.3 **Manager Support Services**. The provision of the Services shall not result in the assumption by the Manager of any responsibility for, and the Practice shall retain the right and obligation to control, direct, and supervise the delivery of medical services, including where the Manager Personnel assist in the delivery of such services. If the Practice reasonably objects to the quality of care rendered and service and performance issues relating to any Manager Personnel involved in the delivery of medical services by the Practice, such objections will be appropriately documented, and the Manager shall investigate and take such actions as are reasonably necessary to address such objections, including but not limited to replacing such Manager Personnel or restricting their ability to assist in the delivery of medical services by the Practice.

3.4 **Inventory and Supplies**. The Manager will provide inventory and supplies and such other materials necessary in the operation of the Practice, all of which shall be owned by the Manager; provided, however, that if certain drugs and/or medications are required to be ordered so as to be available for administration to patients of the Practice, then the Practice will (i) allow the credentials of the Practice's physicians to be utilized to the extent necessary, subject to and as required under applicable law, for the Manager to enter orders on behalf of the Practice and (ii) maintain ownership of any such items.

3.5 **Reimbursement of Expenses**. The Manager shall be responsible for all fees incurred in connection with the operation of the Practice in accordance with this Agreement, except and excluding (a) any direct or indirect compensation to or for the Practice Personnel, (b) any expenses attributable to infrastructure established by the Practice to enable it to engage in the activities described herein, and (c) any fees and expenses incurred by the Practice and the Practice Personnel in connection with securing and maintaining any professional licenses that allow them to engage in the practice of medicine as contemplated under this Agreement. The Manager shall reimburse the Practice for all reasonable expenses incurred by the Practice in furtherance of the Practice's business as described in the preceding sentence. The Manager shall reimburse the Practice via direct deposit into the Practice's designated bank account or the funds shall be withheld from future management fees payable by the Practice to Manager under this Agreement, either in lump sum or pursuant to a payment schedule as defined by the Parties.

4. <u>Obligations of the Practice; Conduct of Medical Practice</u>.

4.1 **Control and Authority**. Notwithstanding anything else set forth in this Agreement, the Practice, through its physician owner, shall retain and have exclusive and complete control and authority of all aspects of the Practice's practice of medicine, provision of medical services, and keeping records of such services. The Practice shall have the sole authority to establish fees or charges for the rendition of such services, which will be billed and collected by the Manager as set forth in Sections 4.8 and 5.

4.2 **Right to Practice**. The Practice acknowledges that the types and scope of services that the Manager is able to provide to the Practice are limited by what is permitted under the Franchise Agreement. The Practice will act accordingly. The Practice shall ensure, at its expense, that each of the Practice Personnel shall:

4.2.1 maintain an unrestricted license to practice medicine in the state in which the Well Infused Center is located and medical services are provided in connection with the operation of the Well Infused Center;

4.2.2 perform the practice of medicine in accordance with all applicable laws and with prevailing standards of care;

4.2.3 be covered by appropriate malpractice insurance policies obtained by the Practice; and

4.2.4 maintain his or her skills through continuing education and training.

4.3 **Medical Decision-Making**. The professional relationship between the Practice and all Practice Personnel and their respective patients, at all times during the term of this Agreement, shall be solely between the Practice Personnel and such patients. The Manager shall not interfere with the exercise by the Practice Personnel of their professional judgment, nor shall the Manager interfere with, control, direct, or supervise any of the Practice Personnel or any individual whom any Practice Personnel may employ or contract with in connection with the care and treatment of the Practice's patients. The Manager shall have no authority whatsoever with respect to such activities and shall have no authority whatsoever with respect to the establishment of fees for the rendition of such services.

4.4 **No Manager Medical Services**. Under no circumstances shall medical services be made available to or for the Practice by the Manager, and the Practice shall ensure that no such services are requested or provided. Any delegation of authority by the Practice to the Manager that would require or permit the Manager to engage in the practice of medicine shall be prohibited and deemed ineffective, and the Practice shall have the sole responsibility and authority with respect to such matters. The Manager shall not assign or refer patients to the Practice in expectation of a fee for such referral, and any such fee for any referral is expressly prohibited. To avoid doubt, as part of the Services, the Manager may make nursing and other staff available for the benefit of the Practice, provided that such staff is duly licensed in the state in which the Well Infused Center is located and appropriately supervised by the Practice Personnel.

4.5 **Staffing**. The Practice agrees to keep its operations adequately staffed with such Practice Personnel as may be necessary to carry out the practice of medicine at the Well Infused Center as it relates to the provision of services that the Manager is authorized under the Franchise Agreement to offer and provide, all of whom shall be duly licensed by the state in which the Practice operates. The Practice and the Practice Personnel shall at all times operate the Practice's medical practice in a manner consistent with current standards of medical practice in the Practice's community.

4.6 **Medical Records and Confidentiality**. The Practice shall ensure that all Practice Personnel are trained in the legal requirements relating to the confidentiality of medical records and shall maintain the confidentiality of such medical records in accordance with applicable law. All medical records of the Practice's patients shall belong to the Practice.

4.7 **Bank Accounts**. The Practice shall maintain one or more bank accounts, in the name of _____and under the tax identification number of _____, at banks selected by the Practice. The Manager shall maintain one or more bank accounts in the name of _____and under the tax identification number of_____. The Practice shall take such action as is necessary to maintain the Manager's authority to withdraw from and deposit into each such account.

4.8 **Payment Processing**. The Parties agree that the Manager will collect and deposit all funds received on behalf of the Practice directly into the Practice's designated bank account. The Practice shall engage the Manager for bookkeeping services related to the Practice account and pay Manager a fee for the Services as described in Section 5 below. By the 10th day of each month, the Manager will process payments owed to the Practice as described in Section 5 below.

5. **The Manager's Compensation**. As compensation to the Manager for the performance of the Services, the Practice agrees to pay to the Manager [___] per month. The Parties acknowledge and agree that the Management Fee (a) represents the result of an arms-length and good faith negotiation between the Parties, (b) reflects the fair market value of the Services, (c) is not in any way based upon the volume or value of patient referrals or any other business generated between the Parties or any of their affiliates, and (d) is intended to comply with all applicable law.

6. **Term**.

6.1 **Perpetual Term**. This Agreement will continue in effect until terminated as provided in

Sections 6.2 through 6.4 below.

6.2 **Termination Without Cause**. Either Party may terminate this Agreement, without cause, by providing the other Party with ninety (90) days' prior written notice of termination.

6.3 **Termination for Cause**. Either Party shall have the right to terminate this Agreement, immediately on notice, if the other Party fails to comply with any material term of this Agreement and does not cure such failure within 30 days following the terminating Party's written notice.

6.4 **Immediate and Automatic Termination**. The Parties agree that this Agreement will, automatically and without notice, terminate upon:

6.4.1 the liquidation or dissolution of the Practice;

6.4.2 Franchisor's revocation of the Practice as an approved vendor to the Well Infused Center;

6.4.3 the expiration or termination of the Franchise Agreement;

6.4.4 the sale by the Practice to an unaffiliated third party of all or substantially all of the assets or control of the Practice, whether by sale of ownership interests, merger, reorganization, consolidation or otherwise;

6.4.5 the sale by the Manager to an unaffiliated third party of all or substantially all of the assets or control of the Well Infused Center, whether by sale of ownership interests, merger, reorganization, consolidation or otherwise; or

6.4.6 the filing by or against either Party of a petition in bankruptcy; the assignment by either Party for the benefit of its creditors, the consent by either Party to the appointment of a receiver, trustee, or liquidator of all or the substantial part of its property, either Party's property being attached, seized, subjected to a writ or distress warrant, or levied upon (unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days), or the issuance of any court order appointing a receiver, trustee, or liquidator of a Party or its assets which is not vacated within 30 days following the order's entry.

7. <u>Billing and Collection</u>.

7.1 **Billing Practices**. In order to relieve the Practice of the administrative burden of handling the billing and collection of sums due for all services provided by the Practice and for which the Practice may charge, the Manager shall be responsible, on behalf of and for the Practice, on the Practice's billhead as its agent, for billing and collecting in a timely manner the charges made by the Practice with respect to all such services provided by or on behalf of the Practice at the Well Infused Center or otherwise in a mobile setting. The Practice agrees that it will keep and provide to the Manager all documents, opinions, diagnoses, recommendations, and other evidence and records necessary to support the fees charged for all such services from time to time. The Practice or its duly authorized agent shall have the right at all reasonable times and upon giving reasonable notice to examine, inspect, and copy the Manager's records pertaining to such fees, charges, billings, and collections.

7.2 **Accounting**. The Manager shall deliver to the Practice, no later than the fifth (5th) day of each month, a full accounting of all of the billings and collections on behalf of the Practice for the prior calendar month and all funds collected by the Manager on behalf of the Practice.

7.3 **Cooperation of the Practice**. The Practice shall (i) cooperate with the Manager or its designee in billing and collective activities, (ii) subject to the Manager maintaining the confidentiality of any patient records and the Practice's confidential information, provide all information necessary to bill and collect for the Practice's services,

and (iii) execute all documents, instruments, and agreements reasonable or necessary to enable the Manager to bill and collect for services provided by the Practice.

8. **Confidentiality**.

8.1 **By the Manager and Manager Personnel**. The Manager shall and shall cause its owners, officers, directors, and Manager Personnel to comply with the confidentiality obligations attached hereto as Schedule A.

8.2 **By the Practice and Practice Personnel**. As a result of the relationship created between the Manager and the Practice under this Agreement, the Practice will be provided or have access to certain information regarding the Manager's business that it deems and, under the Franchise Agreement, is required to treat and protect as confidential. As used in this Section, "Confidential Information" is defined on Schedule A hereto. The Practice agrees its relationship with the Manager under this Agreement does not vest in it any interest in the Confidential Information other than the right to use it in the performance of its obligations under this Agreement and that it and the Practice Personnel will: (1) not use the Confidential Information in any other capacity; (2) maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) not make unauthorized copies of, or improperly disclose or publish any portion of, the Confidential Information however and in whatever form or format disclosed to it; and (4) adopt and implement reasonably necessary to prevent unauthorized use or disclosure of the Confidential Information. These restrictions do not apply to: (a) disclosure or use of information, processes, or techniques which are generally known and used in the Practice's industry (as long as the availability is not because of a disclosure by the Practice); and (b) disclosure of the Confidential Information in judicial or administrative proceedings when and only to the extent legally compelled to disclose it.

9. **Indemnification**. Each Party (an "**Indemnitor**") agrees to defend, indemnify and hold the other, along with such other's affiliates and the owners, officers, employees and agents of each (together, the "**Indemnitees**") harmless to the fullest extent permitted by law from and against any and all claims by third- parties for losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which the Indemnitee may be involved or threatened to be involved, as a party or otherwise, arising out of the Indemnitor's breach of this Agreement. This obligation will survive the expiration or termination of this Agreement.

10. **Assignment**. Neither Party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party.

11. **Choice of Law**. Except as set forth below, this Agreement shall be construed and interpreted, and the rights of the Parties shall be governed by the internal laws of the State of in which the Well Infused Center is located without giving effect to conflicts of laws, rules, and principles that require the application of the laws of any other jurisdiction.

12. **Entire Agreement; Amendments and Waivers**. This Agreement, together with all Schedules hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the Parties in connection with the subject matter hereof. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing and signed by all Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the waiving Party.

13. **References; Headings; Interpretation**. All references in this Agreement to Exhibits, Articles, Sections, subsections, and other subdivisions refer to the corresponding Exhibits, Articles, Sections, subsections, and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of

any Articles, Sections, subsections, or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder," and "hereof" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Article," "this Section," and "this subsection" and words of similar import refer only to the Article, Section, or subsection hereof in which such words occur. The word "or" is not exclusive, and the word "including" (in its various forms) means "including, without limitation." Pronouns in masculine, feminine, or neuter genders shall be construed to state and include any other gender, and words, terms, and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa unless the context otherwise requires.

14. **Notices**. Unless otherwise provided herein, any notice, request, consent, instruction, or other documents to be given hereunder by any Party hereto to another Party hereto shall be in writing and will be deemed given: (a) when received, if delivered personally, or (b) the 2nd business following (i) deposit with a nationally recognized overnight courier for overnight delivery or (ii) one business day after transmission by facsimile or electronic mail transmission with a copy deposited the same day with a nationally recognized overnight courier for overnight delivery, addressed, in any case, to the noticed Party at the address shown to in the opening paragraph of this Agreement, to the attention to the noticed Party's president. The email addresses for purposes of notice under clause (b)(ii) are as follows:

If to the Practice: _____ If to

the Manager:_____

Each Party may change its notice address by providing the other Party with notice of such change in accordance with this Section.

15. **Counterparts**. This Agreement may be executed in one or more counterparts, including by facsimile and portable document format (.pdf) delivery, which taken together shall constitute one and the same instrument. The Parties agree and acknowledge that delivery of a signature by facsimile or in .pdf form shall constitute execution by such signatory.

16. **Invalidity**. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and the such invalid, illegal or unenforceable provision shall be interpreted so as to give the maximum effect of such provision allowable by law.

17. **Additional Documents**. Each of the Parties hereto agrees to execute any document or documents that may be requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other Party in connection with the performance of such Party's obligations under this Agreement.

18. **Successors and Assigns**. Except as herein otherwise specifically provided, this Agreement shall be binding and inure to the benefit of the Parties and their successors and permitted assigns.

19. **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties hereto and their successors and assigns permitted under this Agreement, and no provisions of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, cause of action or other rights except as expressly provided herein.

20. **No Presumption Against Any Party**. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the Parties and their counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish the purposes and intentions of all Parties hereto

fairly.

21. **Specific Performance.** The Parties acknowledge and agree that any Party would be damaged irreparably if any of this Agreement's provisions are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the Parties agree that any Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

22. **Arbitration.**

22.1 Any dispute, controversy, or claim arising out of, connected with, or relating to this Agreement, including without limitation any dispute as to the existence, validity, construction, interpretation, negotiation, performance, breach, termination, or enforceability of this Agreement and this arbitration provision (a "**Dispute**") shall be resolved by final and binding arbitration before a single independent and impartial arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") then in effect. The AAA Optional Rules for Emergency Measures of Protection shall also apply. If the Parties are unable to agree on a mutually acceptable arbitrator within 15 days of the submission of the Dispute to arbitration, the arbitrator shall be appointed by the AAA. The award of the arbitrator shall be in writing and provide reasons for the award. The arbitrator must certify in the award that such award conforms to the terms and conditions set forth in this Agreement, including that such award has been rendered in accordance with the applicable governing law. The arbitrator shall have the authority to assess the costs and expenses of the arbitration proceeding (including the fees and expenses of the arbitrator and the AAA) against any or all of the Parties. The Arbitrator shall also have the authority to award reasonable attorneys' fees and expenses to the prevailing Party. The place of arbitration shall be ____ unless another location is mutually agreed upon by the Parties to such arbitration. The award of the arbitrator shall be binding on the Parties, and the award may, but need not, be entered as a judgment in a court of competent jurisdiction. This agreement to arbitrate shall not preclude the Parties from engaging in parallel voluntary, non-binding settlement efforts, including mediation.

22.2 The Parties undertake to keep confidential all awards in their arbitration, together will all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority

22.3 Arbitration shall be the exclusive dispute resolution mechanism hereunder, provided that nothing contained in this Section 22 shall limit any party's right to bring (i) an application to enforce this agreement to arbitrate, (ii) actions seeking to enforce an arbitration award or (iii) actions seeking injunctive or other similar relief in the event of a breach or threatened breach of any of the provisions of this Agreement (or any other agreement contemplated hereby). The specifically enumerated judicial proceedings shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate and, each party irrevocably and unconditionally (and without limitation): (i) submits to and accepts, for itself and in respect of its assets, generally and unconditionally the non-exclusive jurisdiction of the courts located in _____of the United States and the State of ____, (ii) waives any objection it may have now or in the future that such action or proceeding has been brought in an inconvenient forum, (iii) agrees that in any such action or proceeding it will not raise, rely on or claim any immunity (including, without limitation, from suit, judgment, attachment before judgment or otherwise, execution or other enforcement), (iv) waives any right of immunity which it has or its assets may have at any time, and (v) consents generally to the giving of any relief or the issue of any process in connection with any such action or proceeding including, without limitation, the making, enforcement or execution of any order or judgment against any of its property. IN ENTERING INTO THE ARBITRATION PROVISION OF THIS SECTION 22, EACH PARTY TO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS TO A JURY TRIAL, INCLUDING ANY RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT REFERENCED HEREIN OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates shown beneath their respective signatures and made effective as of the Effective Date.

THE PRACTICE: **[Name]**

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

THE MANAGER: **[Name]**

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

SCHEDULE A TO MANAGEMENT SERVICES AGREEMENT

1. The Manager's Confidentiality Obligations (Section 8.1): [insert, if any]

2. Definition of Confidential Information (Section 8.2):

(1) site selection criteria;

(2) the Well Infused Operations Manual and other training and operations materials;

(3) the system standards and other methods, formats, specifications, standards, systems, procedures, techniques, market research, client data, knowledge, and experience used in developing, promoting and operating Well Infused Centers and the products they offer and sell;

(4) market research, promotional, marketing and advertising programs for Well Infused Centers;

(5) knowledge of specifications for, and vendors of, operating assets and other products and supplies used in the operation of a Well Infused Center;

(6) software or other technology which is proprietary to Franchisor, its affiliates, or the Well Infused system, including digital passwords and identifications and any source code of, and data, reports, and other materials generated by, the software or other technology;

(7) knowledge of the operating results and financial performance of Well Infused Centers, including the Well Infused Center for which the Practice will be providing services;

(8) personally identifiable information (as defined under appliable law) of the Well Infused Center's clients; and

(9) any other information Franchisor designates as confidential or proprietary.

Confidential Information does not include any information, materials, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation of confidence.

EXHIBIT D

FRANCHISED OUTLETS

LIST OF FRANCHISEES AS OF DECEMBER 31, 2025

Kayla Lawallin
Redefined Health, LLC d/b/a Well Infused
847 Main Street, Tell City, IN 47586

LIST OF SIGNED NOT OPENED AS OF DECEMBER 31, 2025

Ted Vickey
TYR13, LLC
8850 Six Pines Drive Suite 290, The Woodlands, Texas 77380

Courtney Recknagel
Recky Ventures, LLC
1935 Patrick Lane, Waukesha, Wisconsin 53188

Dr. Camille D'Amato
Coastica, LLC
3904 Bruce Ln., Annandale, VA 22003

Dr. Jennifer Scott
One Source Wellness
1601-A West Lucas St, Florence, SC 29501

LIST OF FORMER FRANCHISEES AS OF DECEMBER 31, 2025

Former franchisees who have had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement and franchisees that have not communicated with us within 10 weeks of the issuance date of this disclosure document.

None.

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

EXHIBIT E

FINANCIAL STATEMENTS

WELL INFUSED FRANCHISE LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2025, 2024 AND 2023

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

WELL INFUSED FRANCHISE LLC

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KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Members
Well Infused Franchise, LLC
Naples, Florida

Opinion

We have audited the accompanying financial statements of Well Infused Franchise, LLC, comprise the balance sheets as of December 31, 2025, 2024 and 2023 and the related statements of operations, members' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Well Infused Franchise, LLC as of December 31, 2025, 2024 and 2023 and the related statements of operations, members' equity (deficit) and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

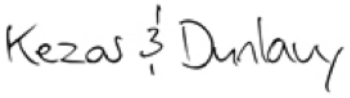
Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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



St. George, Utah
April 1, 2026

WELL INFUSED FRANCHISE, LLC

BALANCE SHEETS

As of December 31, 2025, 2024 and 2023

	2025	2024	2023
Assets			
Current assets			
Cash and cash equivalents	$ 27,338	$ 31,513	$ 50,817
Accounts receivble	78,170	-	-
Due from related party	-	19,249	23,680
Deferred commissions	89,000	7,500	-
Total current assets	194,508	58,262	74,497
Non-current assets			
Deferred commissions, non-current	40,000	-	-
Intangible assets, net	15,000	20,000	25,000
Total non-current assets	55,000	20,000	25,000
Total assets	$ 249,508	$ 78,262	$ 99,497
Liabilities and Members' Equity (Deficit)			
Current liabilities			
Credit card payable	$ 34,882	$ 33,703	$ -
Accounts payable	50,000	34,193	-
Brand fund payable	1,876	-	-
Due to related party	2,123	-	-
Deferred revenue	242,500	30,000	-
Total current liabilities	331,381	97,896	-
Non-current liabilities			
Deferred revenue, non-current	70,000	-	-
Total non-current liabilities	70,000	-	-
Total liabilities	401,381	97,896	-
Members' equity (deficit)	(151,873)	(19,634)	99,497
Total liabilities and members' equity (deficit)	$ 249,508	$ 78,262	$ 99,497

The accompanying notes are an integral part of these financial statements.

WELL INFUSED FRANCHISE, LLC

STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)

For the years ended December 31, 2025, 2024, and 2023

	2025	2024	2023
Operating revenue			
Franchise fees	$ 40,000	$ -	$ -
Royalties	15,496	-	-
Marketing revenue	3,276	-	-
Technology fees	2,876	-	-
Total operating revenues	61,648	-	-
Operating expenses			
Selling, general and administrative	27,332	13,718	1,337
Advertising and marketing	105,647	32,269	6,449
Professional fees	115,502	114,519	10,244
Amortization expenses	5,000	5,000	-
Total operating expense	253,481	165,506	18,030
Other income	-	50,000	-
Net loss	$ (191,833)	$ (115,506)	$ (18,030)
Beginning members' equity (deficit)	$ (19,634)	$ 99,497	$ 117,427
Member contributions	60,025	6,725	100
Member dstributions	(431)	(10,350)	-
Net loss	(191,833)	(115,506)	(18,030)
Ending members' equity (deficit)	$ (151,873)	$ (19,634)	$ 99,497

The accompanying notes are an integral part of these financial statements.

WELL INFUSED FRANCHISE, LLC

STATEMENTS OF CASH FLOWS

For the years ended December 31, 2025, 2024, and 2023

	2024	2024	2023
Cash flow from operating activities:			
Net loss	$ (191,833)	$ (115,506)	$ (18,030)
Adjustments to reconcile net loss to net cash used in operating activities:			
Amortization	5,000	5,000	-
Changes in operating assets and liabilities:			
Accounts receivble	(78,170)	4,431	
Due from related party	21,372	-	-
Deferred commissions	(121,500)	(7,500)	-
Credit card liability	1,179	33,703	-
Accounts payable	15,807	34,193	-
Brand fund payable	1,876	-	-
Deferred revenue	282,500	30,000	-
Net cash used in operating activities	(63,769)	(15,679)	(18,030)
Cash flows from investing activities:			
Investments in intangible assets	-	-	(25,000)
Cash flows used in investing activities	-	-	(25,000)
Cash flows from financing activities:			
Member distributions	(431)	(10,350)	-
Members contributions	60,025	6,725	100
Cash flows provided by (used in) financing activities	59,594	(3,625)	100
Net change in cash and cash equivalents	(4,175)	(19,304)	(42,930)
Cash and cash equivalents at beginning of period	31,513	50,817	93,747
Cash and cash equivalents at end of period	$ 27,338	$ 31,513	$ 50,817
Supplemental disclosures of cash flow:			
Cash paid for interest and taxes	$ -	$ -	$ -

The accompanying notes are an integral part of these financial statements.

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Well Infused Franchise, LLC (the "Company") was organized in the State of Wyoming on July 22, 2022 as a limited liability company. The Company markets a health and wellness centers franchise concept.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year. The members' liability is limited to their equity. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission ("SEC"), superseding existing FASB, American Institute of Certified Public Accountants, Emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase.

(e) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales and royalties. These accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts.

When determining the allowance for doubtful receivable, the Company has adopted ASC 326, *Financial Instruments—Credit Losses*. This standard requires that Management utilize the Current Expected Credit Losses ("CECL") model to recognize the appropriate allowance for doubtful receivables. This model requires entities to estimate and recognize expected credit losses over the life of the financial instrument. For trade receivables, Management has elected to apply a simplified approach, based on historical loss experience and adjustments for current and forecasted economic conditions. Management regularly evaluates individual customer receivables, considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2025, 2024 and 2023, the Company had no allowance for uncollectible accounts.

(f) Long Lived Assets

Long lived assets, such as property and equipment and intangible assets, are recorded at cost and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be

recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset. No impairment has been recognized to date.

(g) Revenue Recognition

The Company has adopted ASC 606, Revenue from Contracts with Customers. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue. For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the various components of the transaction price and the Company's performance obligations.

The Company's revenues consist of initial franchise fees and royalties and marketing revenue based on a percentage of gross revenues.

Royalty revenue

Upon evaluation of the five-step process, the Company has determined that royalty fees are to be recognized in the same period as the underlying sales, in accordance with the sales-based royalty exception.

Marketing revenue

Franchisee contributions to the marketing fund are initially recorded as a liability, and the Company recognizes marketing fund revenue as related marketing expenditures are incurred, with any unspent contributions remaining recorded as a liability on the balance sheet.

Initial franchise fees

The Company is required to allocate the transaction price associated with initial franchise fees between the franchise license and associated performance obligations. In identifying the associated performance obligations, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. In addition, the practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation, which the Company has elected to adopt. These pre-opening services include the following (which the Company may or may not provide all of):

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

In determining the allocation of transaction price (the initial franchise fee) to either the license or to the pre-opening services, the Company has determined that the standalone selling price of its pre-opening services exceeds the initial franchise fee received; as such, the Company allocates the entire initial franchise fees to those pre-opening services. The franchise fees are then recognized as revenue when those pre-opening services have been completed (which generally occurs upon commencement of the associated franchised location's operations).

(h) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Wyoming. Accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2025, the 2024, 2023 and 2022 tax years were subject to examination.

(i) Advertising Cost

The Company expenses advertising costs as incurred.

(j) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities.

(k) Concentration of Risk

The Company maintains its cash in bank deposit accounts that 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 risks on cash or cash equivalents.

(2) Intangible Assets

As of December 31, 2025, 2024 and 2023, the Company's intangible asset balance consisted of the following:

	2025	2024	2023
Website – *5 year estimated useful life*	$ 25,000	$ 25,000	$ 25,000
Less: accumulated amortization	(10,000)	(5,000)	-
	$ 15,000	$ 20,000	$ 25,000

As of December 31, 2025, future amortization is expected to be as follows:

2026	5,000
2027	5,000
2028	5,000
	$ 15,000

(3) Franchise Agreements

The Company's franchise agreements generally provide for a payment of initial fees as well as continuing royalties to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the Well Infused system for a period of ten years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions are recognized upon delivery of all pre-opening services, which is generally the date the franchisee begins operations. For any franchisees that have not yet

begun operations as of year-end, the Company defers both the revenues and commissions. All locations that are expected to begin operations within the following year are categorized as current, while all others are classified as non-current.

The Company's deferred commissions activity is as follows:

	2025	2024	2023
Beginning deferred commissions	$ 7,500	$ -	$ -
Additions	131,500	7,500	-
Expenses recognized	(10,000)	-	-
Ending deferred commissions	$ 129,000	$ 7,500	$ -
Deferred commissions, current	$ 89,000	$ 7,500	$ -
Deferred commissions, non-current	40,000	-	-
	$ 129,000	$ 7,500	$ -

The Company's deferred revenue activity is as follows:

	2025	2024	2023
Beginning deferred revenue	$ 30,000	$ -	$ 47,654
Additions	322,500	30,000	97,346
Revenue recognized from beginning deferred revenue	(30,000)	-	-
Revenue recognized from contracts executed in the current year	(10,000)	-	-
Ending deferred revenue	$ 312,500	$ 30,000	$ 145,000
Deferred revenue, current	$ 242,500	$ 30,000	$ 35,000
Deferred revenue, non-current	70,000	-	110,000
	$ 312,500	$ 30,000	$ 145,000

(4) Brand Fund Payable

The company charges an advertising fee to its franchisees. Under the terms of the franchise agreements, the Company is obligated to spend the amounts received solely on advertising and related expenses for the benefit of the franchisees. The Company has the general discretion as to the nature of the advertising obtained, as long as it is related to the business of the franchisees. As of December 31, 2025, 2024, and 2023 the brand building and marketing fund liability were $1,876, $0, and $0 respectively.

(5) Accounts Payable

Accounts payable represent obligations incurred in the normal course of business for goods received and services rendered. These liabilities are recorded at the invoiced amount or at management's estimate of the amount due when invoices have not yet been received.

As of December 31, 2025, accounts payable include $50,000 related to commissions payable to franchise brokers and agents. Such commissions are recognized as an expense when the related franchise agreements are executed and the Company's obligation to pay becomes fixed and determinable in accordance with the underlying contractual terms.

(6) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(7) Related Party Transactions

The Company is under common ownership with Well Infused Naples, LLC (the "Affiliate"). The Company and the Affiliate engage in transactions in the normal course of business, including the payment of expenses on behalf of one another.

As of December 31, 2025, the Company had a net amount due to the Affiliate of $2,123. As of December 31, 2024 and 2023, the Company had net amounts due from the Affiliate of $19,249 and $23,680, respectively.

The outstanding balances are non-interest bearing, unsecured, and due on demand.

(8) Subsequent Events

Management has reviewed and evaluated subsequent events through April 1, 2026, the date on which the financial statements were issued.

EXHIBIT F

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Franchisee Training Manual

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EXHIBIT G

SAMPLE GENERAL RELEASE

WELL INFUSED FRANCHISE LLC

GRANT OF FRANCHISOR CONSENT AND RELEASE

WELL INFUSED FRANCHISE LLC ("**we**," "**us**," or "**our**") and the undersigned franchisee ("**you**" or "**your**"), currently are parties to a certain franchise agreement dated _____, 20 (the "**Franchise Agreement**"). You have asked us to take the following action or to agree to the following request: _____
_____
_____
_____
_____. We have the right under the Franchise Agreement to obtain a general release from you and your owners as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you and your owners give us the release and covenant not to sue provided below in this document. You and your owners are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, managers, directors, officers, principals, employees, and affiliated entities (collectively, the "Releasing Parties"), hereby forever release and discharge us and our current and former officers, directors, owners, managers, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the "Released Parties") from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims") that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Released Parties, including without limitation, (1) arising out of or related to the Released Parties' obligations under the Franchise Agreement, (2) your development, ownership, or operation of any Well Infused Center, and (3) otherwise arising from or related to your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the Released Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Released Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant us the release and covenant not to sue provided above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date stated below.

WELL INFUSED FRANCHISE LLC

By:_____

Name:_____

Title:_____

Dated:_____

FRANCHISEE:

(IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

By:_____

Name:_____

Title:_____

(IF YOU ARE AN INDIVIDUAL AND NOT A LEGAL ENTITY; AND/OR ALL FRANCHISEE OWNERS):

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

EXHIBIT H

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (collectively referred to as the "Acts"). To the extent that (a) the jurisdictional requirements of the Acts are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) To the extent the Franchise Agreement contains provisions allowing the establishment of franchisor-owned outlets that are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(2), the requirements of this section of the Indiana Act will control.

(b) The franchisor may not make any substantial modification of the Franchise Agreement without the franchisee's written consent.

(c) To the extent any provision regarding renewal or termination of the Franchise Agreement is inconsistent with the Indiana Deceptive Franchise Practices Act §§ 23-2-2.7(7) and (8), the provisions of these sections of the Indiana Act will control.

(d) Any requirement in the Franchise Agreement that requires the franchisee to prospectively assent to a release, assignment, novation, wavier or estoppel shall not relieve any person from liability arising under the Acts.

(e) To the extent the covenants not to compete upon expiration or termination of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(9), the provisions of this section of the Indiana Act will control.

(f) To the extent that any provision of the Franchise Agreement would be deemed unenforceable pursuant to the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10), as this section of the Indiana Act is interpreted and applied, such provision of the Franchise Agreement shall be so deleted therefrom.

ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF WELL INFUSED FRANCHISE LLC

The following are additional disclosures for the Franchise Disclosure Document of Well Infused Franchise LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

No statement, questionnaire, or acknowledgment signed or agreed to by 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.

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
Indiana	July 30, 2026
Wisconsin	*PENDING*

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I

RECEIPTS

RECEIPT (OUR COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Well Infused Franchise 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, Well Infused Franchise LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under New York law, Well Infused Franchise LLC must give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, Well Infused Franchise LLC or an affiliate in connection with the proposed franchise sale.

If Well Infused Franchise 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

Issuance Date: May 13, 2026

The franchisor is Well Infused Franchise LLC, 16347 Viansa Way Unit 301, Naples, Florida 34110. Tel: (317) 628-0449. The franchise seller for this offering is:

❑ Shawn Dill Well Infused Franchise LLC 16347 Viansa Way Unit 301 Naples, Florida 34110 Tel: (317) 628-0449	❑ Lacey Book Well Infused Franchise LLC 16347 Viansa Way Unit 301 Naples, Florida 34110 Tel: (317) 628-0449	❑ _____ Well Infused Franchise LLC 16347 Viansa Way Unit 301 Naples, Florida 34110 Tel: (317) 628-0449

Well Infused Franchise LLC's registered agents authorized to receive service of process are described in Exhibit A.

I have received a disclosure document dated May 13, 2026 that included the following Exhibits:

Exhibit A	State Agencies	Exhibit E	Financial Statements
Exhibit B	Franchise Agreement	Exhibit F	Operations Manual Table of Contents
Exhibit C	Management Services Agreement	Exhibit G	Sample General Release
Exhibit D	List of Franchisees	Exhibit H	State Addenda
		Exhibit I	Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail or facsimile, to Dr. Staci Blume, Well Infused Franchise LLC, 16347 Viansa Way Unit 301, Naples, Florida 34110; Phone: (317) 628-0449. Email: drstaci@wellinfused.com.

RECEIPT

(YOUR COPY)

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Exhibit D	Franchisees	Exhibit H	State Addenda
		Exhibit I	Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.