

than 4 days per month, except as otherwise may be limited by local law or your landlord's rules and regulations

RESTRICTION ON OTHER CHANNELS OF DISTRIBUTION

You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing to make sales inside or outside your Exclusive Territory

PATIENT TYPE

There are no restrictions on the patients for whom you may perform BodyLogicMD Services, however, you should carefully consider whether to treat patients who are celebrities, professional athletes or individuals wishing treatment for body building purposes You agree that you will give us prior written notice if you decide to go forward and treat these types of patients Your failure to give us notice is a default of the Franchise Agreement and we have the right to terminate the Franchise Agreement

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a Length of the franchise term	11 1	The initial term of the Franchise Agreement is 3 years from the Agreement Date
b Renewal or extension of the term	11 2	If the parties agree, you will have the right to renew for one additional renewal term of 3 years if you meet the requirements for renewal See Exhibit K to this Franchise Disclosure Document for certain state specific requirements
c Requirements for franchisee to renew or extend	11 2 and 11 3	<ol style="list-style-type: none"> 1 You must notify us in writing at least 8 months before the end of the Term if you desire to renew the franchise relationship, 2 You may be asked to sign a new franchise agreement and any ancillary agreement with materially different terms and conditions than in your existing Franchise Agreement but you will not pay another Initial Franchise Fee or renewal fee, 3 You must comply with all other requirements we impose under the then current form of franchise agreement, 4 You must correct existing deficiencies in your operation of the BodyLogicMD Franchise, 5 You must make all remodeling, expansion, improvements, and/or modifications required to bring the BodyLogicMD Franchise and Medical Office into compliance with then applicable System standards, requirements and specifications for new BodyLogicMD franchises,

Provision	Section in Franchise Agreement	Summary
		<p>required, we may hire and maintain your replacement (and you will compensate the replacement for his or her services at the rate we establish in our reasonable discretion), and</p> <p>3 Upon your death, your Franchise must be transferred within 12 months of your death (or shorter time if required by state law) in accordance with the transfer provisions of your Franchise Agreement</p>
q Non-competition covenants during the term of the franchise	10 1	No diverting business, no ownership interest in, or performing services for, competitive business anywhere ("Competitive Business" means (i) any medical, other nutrition business, that provides services involving anti-aging solutions, bioidentical hormone replacement therapy, and nutrition and fitness counseling, or (ii) any business granting franchises or licenses to others to operate the type of business specified in clause (i) (other than a BodyLogicMD franchise operated under a franchise agreement with us)), no interference with our or franchise owner's employees
r Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s Modification of the agreement	1 3, 2 4, 5 6, 6 3, 10 5, 14 2 and 14 6	<p>Your Franchise Agreement may not be modified without the consent of both you and us except</p> <ol style="list-style-type: none"> 1 We may reduce or change your Exclusive Territory if you can't service new patients, 2 We may change the contents of the Manual, 3 We may modify the Intellectual Property, 4 A court may modify any provision of your Franchise Agreement in accordance with applicable law, and 5 We may modify the System
t. Integration/merger clause	14 14	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable
u Dispute resolution by arbitration or mediation	12 2	<p>We and you must arbitrate all disputes within 10 miles of our then current business address (currently Palm Beach County, Florida)</p> <p>See Exhibit K to this Franchise Disclosure Document for certain state-specific requirements</p>
v Choice of Forum	12 4	Any litigation or arbitration proceeding begun for the

Sections 10 1, 10 2, 10 3 and 10 4 (including the time period of restriction) are fair and reasonable and are reasonably required for the protection of the parties legitimate business interests

SECTION 10 6 SEVERABILITY

If any provision of this Article is held to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable as though the invalid or unenforceable parts had not been included. If any restriction is declared by a court of competent jurisdiction to exceed what the court deems reasonable and enforceable, the time period and/or areas of restriction are deemed to become and thereafter will be the maximum time period and/or areas which the court deems reasonable and enforceable.

ARTICLE 11 - TERM

SECTION 11 1 INITIAL TERM

The Initial Term of this Agreement is 3 years from the Agreement Date, unless sooner terminated under ARTICLE 8. The conditions to obtain a Renewal BodyLogicMD Franchise Agreement at the expiration of this Agreement are those stated in Section 11 2. You have no automatic right to renew this Agreement unless we and you mutually agree in accordance with Section 11 2.

SECTION 11 2 MUTUAL RENEWAL

If the parties desire to renew the BodyLogicMD franchise relationship, at least 8 months before the end of the Initial Term, you must notify us in writing of your desire to renew. If both parties agree, you may renew this franchise relationship for one Renewal Term of 3 years, provided the following conditions are met at the time the option is exercised and immediately before the beginning of the Renewal Term, unless another time is specified below:

(a) You, within 10 days before the end of the Initial Term, must sign and deliver to us the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for a BodyLogicMD franchise (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement,

(b) You must comply with all other requirements imposed by us under the then current form of BodyLogicMD Franchise Agreement upon signing, except that there will be no Initial Franchise Fee or renewal fee,

(c) You must correct existing deficiencies in your operation of the BodyLogicMD Franchise,

(d) You must make all remodeling, expansion improvements, and/or modifications required to bring the BodyLogicMD Franchise and Medical Office into compliance with then applicable System standards, requirements and specifications for new BodyLogicMD franchises,

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