

q. Non-competition covenants during the term of the franchise	Not Applicable	You may not participate in any competing business except your franchise. (subject to applicable state law)
r. Non- competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Not Applicable	Only by written agreement between you and us.
t. Integration/merger clause	§ 9	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and the Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	§ 8	The DA requires disputes to be submitted first to mediation in Kansas and then to binding arbitration in Kansas. There is an exception permitting claims for temporary or preliminary injunctive relief to be asserted in state or federal courts in or over Johnson County, Kansas to prevent irreparable harm pending arbitration. The arbitrator has no authority to award punitive damages. These provisions are subject to State law.
v. Choice of forum	§ 8	Any mediation, arbitration or litigation must be held and conducted in (Johnson County, Kansas) or federal courts over (Johnson County, Kansas). (subject to applicable state law)
w. Choice of law	§ 8	Kansas law will govern (subject to applicable state law)

## **ITEM 18. PUBLIC FIGURES**

We do not use any public figure to promote, endorse or recommend our franchise.

## **ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS**

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

These revenue figures are derived from the actual historical performance of IV Nutrition franchisee-owned and corporate/affiliate-owned Clinics, as reported in their royalty reports and financial statements submitted to us pursuant to their franchise agreements.

**Bases:**

As of December 31, 2024, we had 23 franchisees that were open and operational, 21 of which had been open and operational for all of the 2024 calendar year. Of these 21 locations, 2 locations are excluded from this financial performance representation for non-compliance with brand standards, which included a refusal to operate under our System, offer the products and services we require, and spend on local advertising and marketing in line with the requirements of their franchise agreements.

Additionally, as of December 31, 2024, we had 8 corporate/affiliate-owned Clinics that were open and operational, 7 of which had been open and operational for at least 12 consecutive months or more. We have not included any Clinics (franchisee-owned or corporate/affiliate-owned) that have been operational for less than 12 consecutive months.

<b>Company-Owned Outlet</b>	
	Overland Park, KS
Month and Year Opened	February 2018
Gross Sales	\$994,062
COGS	\$85,453
<b>Gross Profit</b>	<b>\$908,609</b>
Total Local Marketing	\$30,831
Operations Expense	\$31,723
Payroll	\$293,788
Rent	\$80,488
Imputed Royalty Fees	\$59,644
Imputed Brand Fund Contribution	\$19,881
<b>NET PROFIT</b>	<b>\$392,253.96</b>
<b>MARGIN</b>	<b>39.46%</b>

**Notes to Company-Owned Outlet Table:**

1. COGS includes IV Fluids/Nutrients, Medical Supplies, Bloodwork & Labs expenses.
2. Operating Expenses includes technology fees, utilities, biohazard waste, internet/phone, insurance, credit card processing and office supplies.
3. Payroll includes all employee labor, benefits and taxes as well as medical director oversight.
4. We have included imputed royalty and brand fund fees in the corporate clinic data to reflect the standard fees paid by franchisees, for comparative purposes.

Affiliate-Owned Pilot Testing & Training Locations						
	Kansas City, KS	Rogers, AR	Fayetteville, AR	Jacksonville Beach, FL	Fort Collins, CO	Brookfield, WI
Month and Year Opened	October, 2022	November, 2022	December, 2022	January, 2023	July, 2023	September, 2023
Gross Sales	\$670,428	\$840,815	\$536,280	\$430,080	\$549,106	\$427,497
COGS	\$102,196	\$120,186	\$69,248	\$67,780	\$117,491	\$66,038
<b>Gross Profit</b>	<b>\$568,232</b>	<b>\$720,629</b>	<b>\$467,031</b>	<b>\$362,300</b>	<b>\$431,615</b>	<b>\$361,459</b>
Total Local Marketing	\$34,659	\$39,529	\$35,552	\$39,443	\$53,565	\$34,891
Operations Expense	\$22,827	\$27,682	\$31,971	\$29,568	\$38,220	\$31,462
Payroll	\$220,440	\$299,556	\$136,856	\$193,846	\$217,201	\$190,444
Rent	\$55,000	\$66,686	\$90,995	\$96,623	\$78,508	\$66,835
Imputed Royalty Fees	\$40,226	\$50,449	\$32,177	\$25,805	\$32,946	\$25,650
Imputed Brand Fund Contribution	\$13,409	\$16,816	\$10,726	\$8,602	\$10,982	\$8,550
<b>NET PROFIT</b>	<b>\$181,671.78</b>	<b>\$219,910.96</b>	<b>\$128,754.85</b>	<b>\$(31,586.19)</b>	<b>\$194.25</b>	<b>\$3,627.49</b>
<b>MARGIN</b>	<b>27.10%</b>	<b>26.15%</b>	<b>24.01%</b>	<b>-7.34%</b>	<b>0.04%</b>	<b>0.85%</b>

Notes to Affiliate-Owned Pilot Testing & Training Locations Table:

1. COGS includes IV Fluids/Nutrients, Medical Supplies, Bloodwork & Labs expenses.
2. Operating Expenses includes technology fees, utilities, biohazard waste, internet/phone, insurance, credit card processing and office supplies.
3. Payroll includes all employee labor, benefits and taxes as well as medical director oversight.
4. We have included imputed royalty and brand fund fees in the corporate clinic data to reflect the standard fees paid by franchisees, for comparative purposes.

<b>Franchisee Location Gross Revenue by Location and Averages</b>	
Franchise Clinic #	2024 Gross Revenue
1	\$1,178,751.39
2	\$873,570.27
3	\$871,792.97
4	\$847,570.27
5	\$821,393.26
6	\$780,173.92
7	\$737,562.96
8	\$727,428.80
9	\$646,171.14
10	\$559,946.58
11	\$551,128.67
12	\$510,733.00
13	\$503,510.50
14	\$471,284.92
15	\$456,000.55
16	\$410,516.77
17	\$351,047.39
18	\$236,012.78
19	\$188,297.59
<b>2024 Average Gross Revenues</b>	
Average	\$616,994.41
Median	\$559,946.58
High	\$1,178,751.39
Low	\$188,297.59
# of Clinics Meeting or Exceeding Average	9 (47%)

Note to Franchisee Location Gross Revenue by Location and Averages Table:

1. Twenty-one (21) Stores were in operation for all of the 2024 calendar year, however 2 franchisee stores were excluded from this financial performance representation for non-compliance with brand standards, which included a refusal to operate under our System, offer the products and services we require, and spend on local advertising and marketing in line with the requirements of their franchise agreements.

2024 Average Ticket							
					No. of Clinics meeting or exceeding Average		
	Average	High	Median	Low	Number	Percent	# of Clinics
Franchisee-owned Clinics	\$148.06	\$175.81	\$147.39	\$112.10	10	47.62%	19
Corporate/Affiliate owned Clinics	\$136.99	\$148.96	\$135.94	\$120.30	3	42.86	7

Notes to 2024 Average Ticket Table:

1. The average ticket amounts were derived from point-of-sale reports submitted by franchisees and corporate clinics.
2. Average ticket size reflects per-transaction value across all services and products, including IV therapy, add-ons, and packages.
3. Average ticket size can vary based on geographic pricing, service mix, and promotional activity.

**Definitions:**

“Average” means the respective amount is equal to the average amount generated or incurred by the Representative Units that were open and operating on a full-time basis as of December 31, 2024.

“Gross Sales” means all revenue that the Representative Units received, directly or indirectly, from operating the IV Nutrition businesses, including all amounts or other consideration received at or away from the IV Nutrition business, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions. Gross Sales includes the proceeds of any business interruption insurance or similar insurance. Gross Sales also includes amounts earned by the Representative Units from the sale of any online group-bought deals and the sale of any gift cards or gift certificates, in each case calculated using our then current guidelines, which may be based on the redeemed value or sale price of the deals, cards or certificates. Gross Sales does not, however, include any federal, state, or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority.

**General Notes:**

1. Company-Owned Clinic’ refers to units owned directly by IV Nutrition Franchising, LLC and/or its owners. Affiliate-Owned Clinics refers to locations operated by entities under common ownership or control with the franchisor
2. The information presented above relates to the actual historical performance of the Representative Units. The financial information we utilized in preparing the preceding financial performance representations was based entirely upon information reported to us by the Representative Units.
3. Written substantiation for these financial performance representations is available upon reasonable request.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jason Fechter at 7108 West 135th St., Overland Park, KS 66223 telephone number 913-912-3006, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

**Systemwide Outlet Summary  
For years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<b>Franchised</b>	2022	5	9	+4
	2023	9	19	+10
	2024	19	23	+4
<b>Company-Owned</b>	2022	1	6	+5
	2023	6	8	+2
	2024	8	8	0
<b>Total Outlets</b>	2022	6	15	+9
	2023	16	27	+11
	2024	27	31	+4

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For years 2022 to 2024**

State	Year	Number of Transfers
<b>Oklahoma</b>	2022	0
	2023	0
	2024	1