

## SCHEDULE 1

### **TESTOSTERONOLOGY STANDARDS**

FAILURE TO COMPLY WITH ANY OF THE FOLLOWING STANDARDS WILL RESULT IN IMMEDIATE TERMINATION, REVOCATION AND WITHDRAWAL OF THE CERTIFICATION.

1. Testosteronologists™ must follow the ABCDs of Testosteronology®.
2. The Patient-Practitioner relationship is Paramount. This is a fundamental tenet of Testosteronology®. Each Testosteronologist agrees and understands that it shall provide ethical, appropriate and meaningful care, thoroughly review the patient's chart and needs, and follow up with their patient within the appropriate follow up period. Meaningful care is based on educated diagnosis resulting from an informed H&P. Affiliate agrees and understands that all H&P initial exams shall be conducted in accord with the training received through the Certification program. If not otherwise mandated by the treatment plan or diagnosis, Patients must receive follow up care with updated laboratory analysis, blood pressure logs and other appropriate ancillary studies on a patient per patient basis every 120 to 180 days.
3. Accessibility for the Patient is fundamental. It is mandatory for each Testosteronologist™ to have an appropriate RN or licensed assistant to facilitate and manage care, including providing for prompt RX refills, laboratory orders and reviews, and accessibility for any routine patient questions regarding issues with androgen treatment or management.
4. The Testosteronologist™ must maintain 80% attendance rate at Testosteronology® University Continuity Clinic Classes, which are offered through Zoom video.
5. Androgen Therapy and Prescription Management shall be in accord with the DEA rules and regulations, accepted FDA indications and other recognized medical standards of care, and the prescription of ancillary agents with testosterone regimens shall follow the Testosteronology® guidelines taught by Dr. O'Connor.
6. Testosteronologists™ may prescribe and manage androgens off-label, but are cautioned to maintain conservative use of androgens as taught during Certification.
7. Medical licenses must remain up to date and any adverse incidents impacting the license(s) must be disclosed to the Company.
8. Testosteronologists™ shall comply with all applicable and governing laws, including compliance with HIPAA, when utilizing the Services of Testosteronology® and representing Testosteronology®.
9. Testosteronologists™ shall certify to the Company every 6 months that they are compliant with these standards.
10. Testosteronologists™ shall not prescribe testosterone, HCG, growth hormones or other hormones solely for muscle building or for the purpose of enhancing athletic ability.
11. Testosteronologists™ shall screen patients for competing in WADA, USADA, NCAA, or other local and international sports governing bodies and plan on obtaining the correct Therapeutic Use Exemptions (TUE) for treating patient athletes

**CONFIDENTIAL**  
**Certified Testosteronologist™ Standards**

This Certified Testosteronologist™ Agreement (this "**Agreement**"), dated as of December 14, 2025 (the "**Effective Date**"), is entered into by and between \_\_\_\_\_ ("**Affiliate**") and TESTOSTERONOLGY, LLC, with offices located at 2151 E Commercial Blvd, Suite 302, Fort Lauderdale, Florida 33308 (together, the "**Company**") and together with the Affiliate, the "**Parties**", and each a "**Party**".

**WHEREAS**, Affiliate has the desire to enroll in Company's Testosteronology® Affiliate Certification Program ("**Certification**"); and

**WHEREAS**, Company desires to extend Affiliate with Certification subject to the terms and conditions hereinafter set forth, and Affiliate is willing accept these terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Affiliate and Company agree as follows:

1. Certification; Representations of Affiliate.

1.1 The Company offers Testosteronology® Certification as a Testosteronologist™ through curated and customized training and education.

1.2 Certification shall authorize Affiliate to utilize specific, designated, protected intellectual property of Testosteronology® through a limited, revocable license.

1.3 Affiliate shall pay to Company \$250 per month or \$2500 per year (the "Fee") for access to the Certification. The Fee is non-refundable. Failure to pay all or any part of the Fee shall result in immediate termination, revocation and withdrawal of the Certification.

1.4 Affiliate is a provider of medical services in the field of testosterone replacement therapies.

1.5 Affiliate read and understood the Terms and Conditions ("the Terms and Conditions") posted on Testosteronology.com and accepts that the Terms and Conditions shall govern the Affiliate in addition to this Agreement. The Terms and Conditions shall govern any conflict between this Agreement and the Terms and Conditions.

1.6 By obtaining Certification hereunder, Affiliate agrees and understands that under no circumstances is Affiliate entitled to any compensation, kickbacks, referral fees, or other benefit commensurate with compensation.

1.7 For the sake of clarity, nothing in this Agreement shall be construed to prevent the Company from offering or providing Certification to any other person, provider, or entity.

2. Good Standing; Standard for Maintenance of Certification. Affiliate agrees and understands that in order to maintain Good Standing and in Compliance with the requirements for the Certification:

2.1 Affiliate shall maintain a valid license for each practitioner within their clinic or business, including all Registered Nurses, Physicians Assistants, Nurse Practitioners, and Medical Doctors.

2.2 Affiliate shall maintain valid malpractice insurance or other sufficient financial reserves in place of malpractice insurance.

2.3 Affiliate agrees and understands that it shall comply with each of the Testosteronology® as set forth in Schedule 1 to this Agreement.

2.4 Failure to comply with the terms of this Agreement or the Testosteronology® Standards on Schedule 1, the Terms and Conditions posted on Testosteronology.com or any other terms, conditions or policies of the Company shall result in immediate termination, revocation and withdrawal of Affiliate's Certification.

2.5 Affiliate shall comply with all applicable laws and regulations in its practice.

2.6 Through the Certification, Affiliate shall promote the Company and its products and/or services in a manner that does not harm the Company.

2.7 Affiliate shall not engage in activities that will negatively impact the reputation of the Company, its products and/or services.

2.8 Affiliate shall not infringe on the intellectual property of others while engaged in the Services.

2.9 Affiliate must notify Company of any third party of any infringing acts or marks upon Company's intellectual property that Affiliate becomes aware of or has knowledge of.

3. License.

3.1 For as long as Affiliate remains in Good Standing, Company, as authorized by separate agreement with Anabolic Doc, Inc., hereby grants a limited, revocable, non-exclusive, license to use, display, and promote the following specific marks and registrations:

- (a) Testosteronology® [US Serial No. 88466824] for medical services;
- (b)  ® Mark [US Serial No. 97559151] for medical services;
- (c) Testosteronologist™ [US Serial No. 98520851] for medical services.
- (d) Testosteronology Society™ [US Serial No. 99198563] for medical services.

(e) Anabolic Recovery Medicine® [US Serial No. 88760500] for medical services.

3.2 Extension of the limited license hereunder does not afford Affiliate the right to use any other mark, design, likeness or image of Company, Anabolic Doc, Inc., or Testosteronology (“Company Group”). Affiliate agrees and understands that, unless expressly provided for in this Agreement, it **does not** have any right, entitlement or authority to use, reproduce, modify, publish or otherwise present any trademarks, copyrights, patents, trade secrets and other intellectual property of the Company Group including but not limited to all marks, designs, images, words or phrases for which Company Group has existing registrations, pending applications for registration, or common law ownership rights.

3.3 Affiliate agrees and understands that Company does not condone, support, associate, assist, endorse or otherwise affiliate with the activities, business relationships, or conduct of Affiliate beyond the scope of the terms outlined in this Agreement. Company does not opine as to the validity or legality of Affiliate’s activities.

#### 4. Confidentiality.

4.1 All non-public, confidential or proprietary information of Company ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Company lists, pricing, discounts, rebates, intellectual property, proprietary methods, training modules, processes, formulas or procedures, disclosed by Company to Affiliate, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Affiliate's use in performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Confidential Information may be communicated or provided to Affiliate for the purpose of carrying out Affiliate’s obligations under this Agreement; any Confidential Information authorized to be utilized for the purpose of carrying out these terms shall no longer be considered Confidential Information. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Affiliate's breach of this Agreement; (b) is obtained by Affiliate on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) Affiliate establishes by documentary evidence, was in Affiliate's possession prior to Company's disclosure hereunder. Upon Company's request, Affiliate shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section.

#### 5. Non-Disparagement.

5.1 Affiliate agrees to refrain from any disparagement, defamation, libel, or slander of any of the Company, its products and/or services, and agrees to refrain from any tortious

interference with the contracts and relationships of any of the Company. Affiliate agrees that they will not cause, request, encourage, or induce any third party to violate the terms of this Section. Notwithstanding the above, nothing herein shall prevent the Parties from: (a) testifying truthfully in connection with any litigation, arbitration, or administrative proceeding as required by law or by a court, governmental agency, legislative body, or other person with apparent jurisdiction to order testimony; (b) providing truthful information to the Parties' attorneys, tax advisors or preparers, accountants, or insurance representatives, on a need-to-know basis in the ordinary course of business; and (c) speaking truthfully as may be reasonably necessary to enforce the terms of this Agreement. This non-disparagement provision applies to all methods of communication, whether in person, in print, via telephone, or through some electronic medium, such as electronic mail, text, chat, via the Internet, or on social media. Any violation of this section shall be governed by the dispute resolution terms herein, and shall be considered a material breach of this agreement.

## 6. Term, Termination, and Survival.

6.1 This Agreement shall commence as of the date of the Certification received by Affiliate and shall continue until the Certification is terminated, revoked or withdrawn, either voluntarily or involuntarily.

6.2 Company may terminate the Certification at any time upon determination that Affiliate has violated any of the terms of this Agreement, the Testosteronology® Standards, or any other terms, conditions and policies of Company. Additional conduct that violates this Agreement, the Testosteronology® Standards, and other Company policies, terms and conditions includes but is not limited to:

- (a) Inappropriate advertisements (false claims, misleading hyperlinks, etc.);
- (b) Spamming (mass email, mass newsgroup posting, etc.);
- (c) Advertising on sites containing or promoting illegal activities;
- (d) Violation of intellectual property rights;
- (e) Offering unauthorized rebates, coupons, or other form of promised kick-backs; and
- (f) Self-referrals, fraudulent transactions, suspected fraud.

6.3 Upon expiration, termination, or revocation of this Agreement for any reason, Affiliate shall promptly:

(a) Deliver to Company, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Company's Confidential Information.

(b) Cease use and permanently erase all of Company's Marks and Confidential Information in its possession and from its computer systems.

(c) Certify in writing to Company that it has complied with the requirements of this Section 6.3.

6.4 The rights and obligations of the Parties set forth in Section 0 and Section 3.2, Section 4, Section 7, Section 8, Section 9, Section 13, Section 20, Section 21, and Section 22, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 4 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Affiliate or its affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, Affiliates, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

7. Relationship of the Parties. It is understood and acknowledged that Affiliate has no authority to commit, act for or on behalf of the Company, or to bind the Company to any obligation or liability. Company does not provide Affiliate, its agents, employees, or associated parties with medical advice, diagnosis, or treatment. Company provides education, training and opportunities for use of intellectual property and other benefits as determined in the Company's discretion.

8. Indemnification. Affiliate shall indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), relating to any claim of a third party or Company arising out of or occurring in connection with Affiliate's negligence, willful misconduct, or breach of this Agreement including the Testosteronology® Standards, and the Company's terms, conditions and policies. In tendering defense to Company, Affiliate shall be wholly responsible for all of Company's legal fees and Company shall have a right the selection of counsel at a reasonable fee. Affiliate shall not enter into any settlement without Company's or Indemnified Party's prior written consent.

9. Limitation of Liability. AFFILIATE EXPRESSLY UNDERSTANDS THAT COMPANY WILL NOT BE LIABLE TO AFFILIATE OR ITS PATIENTS, EMPLOYEES, AGENTS OR ASSOCIATED PARTIES UNDER ANY CONTRACT, OR IN NEGLIGENCE,

TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), NO MATTER THE EXPECTATION OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE AFFILIATE TERMS, IN NO EVENT SHALL COMPANY'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE AFFILIATE TERMS OR THE RELATIONSHIP, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL FEES PAID BY AFFILIATE UNDER THESE AFFILIATE TERMS.

10. Remedies.

10.1 If the Affiliate violates any provision of this Agreement, the Company shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against the Affiliate prohibiting further actions inconsistent with the Affiliate's obligations under this Agreement, without requirement of bond or additional security.

10.2 In the event Affiliate fails to comply with the Company's terms, conditions, standards, policies, or otherwise materially breaches this Agreement, the Company shall have the right to immediately withdraw, terminate and revoke the Certification and demand removal of all intellectual property authorized under the limited license as defined by Section 2.

10.3 Because the damages the Company would sustain on a breach by Affiliate of the provisions set forth in Section 4 and 5 of this Agreement are not readily ascertainable, for each unauthorized use or disclosure of the Company's Confidential Information or each incident of non-disparagement, Affiliate will be liable to, and shall pay the Company the sum of \$25,000 as liquidated damages (the "Liquidated Damages"). The Parties intend that the Liquidated Damages constitute compensation and not a penalty. The Parties acknowledge that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from an Affiliate breach of Section 4 or 5. The Affiliate's payment of the Liquidated Damages is its sole liability and entire obligation and the Company's exclusive remedy for any Affiliate breach of Section 4 and 5.

10.4 In the event that any party institutes any legal suit, action, or proceeding arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

10.5 Except for a breach of Section 4 or 5, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or

subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Affiliate's exclusive remedy for Company's payment breach shall be its right to damages equal to its fees paid to Company during the relationship.

11. Compliance with Law. Affiliate is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Affiliate has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

12. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

Notice to Company: 2151 E Commercial Blvd, Suite 302  
Fort Lauderdale, FL 33308  
Attention: Chief Executive Officer

Notice to Affiliate:

\_\_\_\_\_  
\_\_\_\_\_

Attention:

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party.

16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Assignment. Affiliate shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the Affiliate of any of its obligations hereunder. Company may at any time assign or transfer any or all of its rights or obligations under this Agreement without Affiliate's prior written consent.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than Southern District of Florida or, if such court does not have subject-matter jurisdiction, the courts of the State of Florida sitting in Broward County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in Southern District of Florida or, if such court does not have subject-matter jurisdiction, the courts of the State of Florida sitting in Broward County. Each Party

agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 13, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

TESTOSTERONOLOGY, LLC

By \_\_\_\_\_

Name:

Title:

AFFILIATE

By \_\_\_\_\_

Name:

Title: