IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

10X HEALTH VENTURES, LLC, a Delaware limited liability company, and CARDONE VENTURES, LLC, a Delaware limited liability company,

Plaintiffs,

v.

CASE NO.:

GARY BRECKA, an individual, CICELY SAGE WORKINGER, an individual, IJS PRESENTATIONS, LLC, a Delaware limited liability company, and TURNING POINT HOLDINGS, LLC, a Florida limited liability company, MADISON BRECKA, an individual, COLE BRECKA, an individual, and MARIAH OSPINA, an individual,

Defendants.

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INTRODUCTION

They say there are three things in the world that deserve no mercy: hypocrisy, fraud, and tyranny. Right now, few people could wear that triple crown better than Gary Brecka, the self-proclaimed "*Rule Brecka*."

Publicly, Brecka positions himself as a trusted advisor, a leader in the world of human optimization, and someone who puts others first. Privately, a self-centered alter ego emerges. Alternating between idealizing and devaluing those around him, he burns his public values to the ground through manipulation, exploitation, and egotistical tirades.

As Brecka's alter ego has become exposed in the months since 10X Health was forced to terminate him, an unfortunate byproduct has likewise been laid bare. Brecka has perpetrated a *massive fraud* against 10X Health driven by one singular purpose: the circumvention of his non-

competition and fiduciary obligations. At the very time he was supposedly devoted to the business of 10X Health, Brecka – aided and abetted by his wife, Sage Workinger, as well as other confederates and professional advisors still under investigation – built not one, but a dizzying array of lucrative "side" businesses, clandestine partnerships, and co-marketing and equity arrangements that *he now values at $100 million*. In the last "secret" side deal signed just four days before 10X Health terminated his Executive Services Agreement on November 5, 2024, Brecka agreed to a requirement that he immediately resign from 10X Health in return for a cash payment of $1.5 million.

These business interests, built on the back of 10X Health's time, money, infrastructure, relationships, assets, employees, and good will, belong on 10X Health's balance sheet. Fundamental notions of fairness and the "Inventions and Patents" provision of Brecka's Executive Services Agreement, dictate that all rights, title, profit interests, and otherwise in side businesses and partnerships like The Ultimate Human, LLC; H2TAB LLC; BodyHealth.com; Cold Life, LLC; BIOptimizers USA, Inc., and more, are the property of 10X Health, and should be held in trust until they are formally assigned to 10X Health per Section 4.7 of Brecka's Second Amended and Restated Executive Services Agreement.

Cardone and Dawson Bring Brecka from Obscurity to Relevance.

Before aligning himself with 10X Health, Brecka was a relatively unknown "biohacker" in a career littered with broken business relationships, lawsuits, tax liens, personal bankruptcy, foreclosure, and a sheriff's sale of his home. Everything changed, however, when presented with the opportunity of a lifetime: to have "Streamline" – a fledgling, underperforming strip mall operation run by Brecka and his then-partner/now wife, Sage Workinger, – serve as a component of a rising health and wellness juggernaut – 10X Health – engineered by Grant Cardone and

Brandon Dawson. Incredibly successful entrepreneurs, best-selling authors, and social media influencers, Cardone and Dawson have successfully scaled, optimized, and created massive value in business through their "Nine-Figure Mindset" and "10X" growth teachings and strategies. They formed 10X Health with the single goal and vision of redefining wellness for millions of people around the world.

"You're Making Me Rich While I'm Making You Healthy."

In a world where "10X" means to help struggling business owners scale their business and ideas to a point where they can create a life without limitations, 10X Health delivered on its promises to Streamline, Brecka, and Workinger, in every sense of the word – all without incurring debt or making capital calls. Clientele, employees, Brecka's income, Brecka's social media following, revenues and profits more than "10X'd" after the September 16, 2021 acquisition. Streamline's growth began to ramp up in the beginning of January 2021 through the September 2021 closing date, when Cardone and Dawson referrals accounted for more than half of Streamline's revenue. With the full force of Cardone's relationships and marketing, along with Dawson's savvy business building and scaling system, revenues skyrocketed in the succeeding three years. In fact, a comparison of pre- and post-acquisition performance yields a distinct dichotomy: total revenues of the operation *exploded by a factor of 27X*, while Brecka's and Workinger's total combined income *increased by a staggering factor of 19X*:

	Before Cardone Ventures (Streamline)					After Cardone Ventures (10X Health)					
Year	**2018**	**2019**	**2020**	**2021**	**Total**	**2021**	**2022**	**2023**	**2024**	**Total**	**Increase**
Revenue	$371K	$1.4M	$2.2M	$4.0M	**$8.0M**	$2.0M	$25M	$75M	$120M	**$222M**	**27.5X**
Brecka & Workinger Combined Income	($39K)	$11K	$297K	$733K (Est)	**$1.0M**	$104K	$2.6M+	$5.3M+	$11.2M+	**$19.2M**	**19.2X**

Brecka's and Workinger's combined total net income catapulted from $1 million pre-acquisition to $19.2 million post-acquisition, but the meteoric rise was not limited to dollars and cents. Pre-acquisition, patients numbered in the hundreds. Just three years after closing, the number of patients served was over 140,000. 10X Health and Cardone Ventures lifted Brecka and Workinger from obscurity. 10X Health and Cardone Ventures gave them the figurative and literal spotlight, and supplied the tools, resources, expertise, credibility, and relationships to build personas and social media presences with collectively millions of followers. In three short years, Brecka went from unbankable to self-proclaimed "celebrity biohacker." He and Workinger went from traveling commercial to flying on private jets, and from a strip mall to holding nearly $35 million worth of luxury homes, capped by a 10,000 square foot Coconut Grove penthouse with a hefty $19.5 million price tag.

So transformative were the results that Brecka gushed in a 2023 interview that business has "*absolutely exploded*," and "*Now I feel like I live somebody else's life*." The Money Mondays Podcast, March 3, 2023. As Brecka told Dawson in a recorded interview, "*You're making me rich and I'm making you healthy*." Truer words have never been spoken by Brecka.

The Side Hustle

Old habits, however, proved impossible for Brecka to resist. As his success exploded, so did extravagant spending habits which spelled financial ruin just 10 years prior. Instead of honoring their contracts and fiduciary duty of loyalty, Brecka and Workinger concocted a plan to siphon clients, business, and opportunities away from 10X Health. Through competitive businesses, sponsorships, equity positions, and other machinations, they managed to amass an additional $13 million of side hustle revenue during 2024 – all off the back of 10X Health. That number, of course, eclipses the $11.2 million they milked from 10X Health that same year.

Shockingly, they managed to separately stockpile this small fortune while contractually obligated to "*devote substantially all of their time*" to 10X Health.

Time, however, eventually reveals all. In a bombshell of a recent resignation letter, Brecka's own CFO at Ultimate Human revealed, among a parade of other horribles:

> - At your direction, business and ownership arrangements were structured specifically to circumvent the non-compete provisions of the 10X Health business, a practice I am uncomfortable participating in.

Public records reveal that Brecka, alone and in concert with family members, have established no less than eight entities, filed more than 20 trademark applications in the health and wellness space, and established more than a dozen marketing and affiliate relationships – some involving equity grants in Brecka's favor. And, once again, all of this was accomplished while Brecka was under contract with 10X Health to "*devote substantially all of his time*" to the 10X Health company, not to mention an obligation to not compete or interfere with the company's relationships, current or in progress. The list of newly christened entities in the Brecka enterprise includes:

- Ultimate Human, LLC
- Ultimate Shares, LLC
- Ultimate Human Aviation LLC
- Brecka Wellness LLC
- H2TAB LLC
- The Ultimate Athlete Institute LLC
- Madison Brecka LLC
- Brecka LLC

With respect to Ultimate Human, LLC, Brecka claims to have built a business valued at $100 million or more. Beyond its extensive licensing, revenue sharing, and other relationships, Ultimate Human has published over 140 professionally produced podcast episodes, making them available on major publishers like Spotify and YouTube. As a "Founder" and "Scientist" of H2TAB, Brecka claims to have released a unique, proprietary product requiring nine months of

development while he was under contract to "*devote substantially all of his time*" to the 10X Health company.

It defies common sense that Brecka could have built an enterprise with $13 million in annual revenue and valued at over $100 million, stood up product lines requiring nine months of development, and then professionally produced content resulting in millions of hours of watch time, all while observing his duty to devote substantially all of his time to the success of 10X Health. (And these activities are only the tip of the iceberg.).

The Catalyst: Brecka Bristles at 10X Health's Demand for Compliance.

The tone starts at the top, and in the Brecka family enterprise, that tone is not one of compliance.

In early 2023, 10X Health discovered that Madison Brecka, Gary's 24-year-old daughter, was performing certain services at Brecka's direction without required licensure. To protect 10X Health patients, Madison, and the company, 10X Health leadership removed Madison from those interactions with patients and away from Brecka's control. Rather than responding with professionalism or concern, Brecka was thoroughly indignant, as demonstrated during a May 1, 2023 video call, when he stated that "*82% of the partnership*" "*thought the solution was to take the second oldest employee in the company and stuff her into a cubicle*."

Soon after, with Brecka's backing, Madison Brecka resigned from 10X Health and established her own business – Brecka Wellness LLC – on May 15, 2023. Unsurprisingly, as revealed by her trademark application with the U.S. Patent & Trademark Office, her services would include "concierge medical services," "Intravenous (IV) hydration therapy services," and "Intravenous (IV) vitamin therapy services" – the very things she did not have a license to perform. For nearly the next year, in the company of her father Gary Brecka, she continued to offer

unlicensed services, whether from Brecka's condominium in Miami or, reputedly, in other cities around the world like Dubai. And during that time, Brecka not only funneled 10X Health clients and other customers to Madison and led them to believe that she was part of the 10X Health team, but forced her to share between 50-100% of transactional revenue with him, threatening that he would report her to the authorities for providing services without a license unless she capitulated. Unbeknownst to 10X Health, Brecka's side-dealings garnered nearly $1 million in revenue for Brecka Wellness in the last eight months of 2023 alone.

At the same time of Madison's departure from 10X Health, on or around April 6, 2023, *more than a year and a half prior to Brecka and Workinger's departure from 10X Health*, Brecka requested that his assistant, Mariah Ospina, execute a retention agreement between the Berger Singerman law firm on the one hand, and Brecka, Workinger, and IJS (the company in which Brecka held his 10X Health equity) on the other hand, "in connection with a potential non-compete and related claims with Cardone Ventures, LLC, 10X Health Ventures, LLC." It was discovered through 10X Health's company-owned email that the Berger Singerman law firm baptized the matter as "NON-COMPETE LITIGATION" long before any anticipated litigation ensued. In the coming months, even while 10X Health in good faith negotiated enhanced Executive Services Agreements in an attempt to keep the peace in the face of Brecka's and Workinger's mounting financial demands, they worked tirelessly behind the scenes to establish a competing business structure, separate from and unaccountable to their partners at 10X Health.

Unaware of Brecka's and Workinger's side dealings, and unaware of their formation of a competing business called the "Ultimate Human" on August 10, 2023, 10X Health signed amended Executive Services Agreements with Brecka on August 16, 2023, and with Workinger on August 18, 2023. Even though the term of the agreements was scheduled to last for more than another

year, Brecka and Workinger had other ideas. Brecka's and Workinger's now common refrain for yet more compensation would again ring through the halls of 10X Health before the upcoming holidays.

In Brecka's World, Relationships Are Disposable.

Increasingly frustrated with Brecka's and Workinger's regular demands to re-trade agreed contractual terms for additional compensation, but unaware of Brecka's "side hustles" and compliance workarounds, 10X Health attempted yet again to find middle ground with them in a marathon video conference on November 28, 2023. Seemingly unable to comprehend the long-term value of building equity or the wealth they – unlike anyone else in 10X Health or any similar organization – were extracting from the business, Brecka announced an "impasse" and his intention to walk away from his contract long before its expiration. Brecka followed with a series of admissions and promises to lull 10X Health, Cardone Ventures, and Dawson into a false sense of security as follows:

> "I'm not threatening you. I don't want to sue you. I don't want to harm the company. I will go off and do my own thing. I've got great legal advice. I will not tread on my non-compete. You guys can go build this on your own. It's fine. It's yours. I mean, you're right. You bought it. You own the intellectual property. I won't do genetic tests. I won't do bloodwork. I won't do gene testing. I won't do supplements. I won't do anything in that space."

Despite Brecka's brinksmanship, the relationship did not dissolve immediately. For the next several months, while 10X Health and Cardone Ventures continued to engineer the business for sustainable compliance and profitability, Brecka and Workinger engineered their exits from the business, through the previously mentioned entities, partnerships, and other relationships. Once that groundwork was laid around June of 2024, Brecka ordered his Ultimate Human staff to "wipe" their hard drives. The reason for the instruction can be easily surmised, given his previous retention of counsel for "NON-COMPETE LITIGATION" and his opinion of 10X Health. In the months prior to his eventual termination from the company, Brecka would frequently exclaim to employees and visitors at Ultimate Human, "Fuck 10X!"

As for Brecka's promises in that November 28, 2023 video conference, every single one of them have been broken. As of March 2025, Brecka continues to promote gene tests, perform bloodwork (even without a license), and manufacture and sell supplements and anti-aging technologies. At the same time, in a desperation heave to salvage his image, waning credibility, and increasingly perilous financial circumstances, he has lashed out at Cardone Ventures, 10X Health, and their leadership, with innuendo and false claims about their products, services, and integrity.

Unfortunately, the victims of Brecka's hypocrisy and tyrannical behavior extend beyond immediate partners and family members. Extended business partners and employees have also been victimized and villainized. In one more of the parade of horribles recounted in the resignation letter of Ultimate Human's CFO, he recounted how a key person was terminated under false

pretenses, and how Brecka terrorized and threatened to "burn" the CFO and his family to the ground:

> - I have on several occasions witnessed extremely volatile behavior, including threats toward employees and partners over perceived injustices or mistakes. On the evening Akemi was terminated you told me that "you would burn me and my family to the ground." Last week on 2/28/25 you told the entire team that you had the wrong management team in place and "didn't know what the fuck we do all day" after a word was omitted from a slide in your presentation. In this manner, individuals have been villainized to fit the level of anger displayed, which has created an unstable work environment.

Summary of the Relief Sought

On November 5, 2024, 10X Health was forced to terminate Brecka due to his unmitigated self-dealing, relentless competitive ambitions, dishonest behavior, misappropriation, and other misconduct, which included efforts to raise millions of dollars in capital while palming off the success of 10X Health and its relationships as his own.

And now 10X Health is forced to seek relief, which should fairly reflect the same lack of mercy that the Defendants have shown others. For the Defendants' fraud, deceit, and betrayal, 10X Health and Cardone Ventures seek, among other things:

1. an order that Brecka and Workinger formally assign to 10X Health all interests in the side businesses, known and unknown to 10X Health and Cardone Ventures, cultivated by them during the terms of their Executive Service Agreements;
2. a clawback of no less than $15 million that 10X Health paid to Brecka and Workinger during 2023 and 2024;

3. disgorgement of all profits earned by the Brecka family enterprise in their extended web of businesses that compete against, and were built on the backs of, 10X Health, its members, and its employees;
4. an injunction against further unlawful competition by Brecka and Workinger in the anti-aging and wellness space and preventing them from using 10X Health's Work Product as defined by their respective Agreements;
5. damages under Florida law; and
6. the other relief alleged in this Complaint.

As a result, Plaintiffs, 10X HEALTH VENTURES, LLC and CARDONE VENTURES, LLC, file this Complaint against Defendants, GARY BRECKA, CICELY SAGE WORKINGER, IJS PRESENTATIONS, LLC, TURNING POINT HOLDINGS, LLC, MADISON BRECKA, COLE BRECKA, and MARIAH OSPINA.

THE PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Cardone Ventures, LLC is a Delaware Limited Liability Company with its principal place of business located in Miami-Dade County, Florida. Cardone Ventures is the majority member and manager of 10X Health.

2. Plaintiff 10X Health Ventures, LLC is a Delaware Limited Liability Company with its principal place of business located in Miami-Dade County, Florida. As described in further detail below, 10X Health provides wellness services focused on enhancing human performance.

3. Defendant Gary Brecka is an adult citizen and resident of Florida.

4. Defendant Cicely Sage Workinger is an adult citizen and resident of Florida.

5. Defendant IJS Presentations, LLC is a Delaware Limited Liability Company with its principal place of business located in Naples, Florida. Brecka is the manager of Defendant IJS Presentations, LLC.

6. Defendant Turning Point Holdings, LLC is a Florida Limited Liability Company with its principal place of business in Naples, Florida. Workinger is the manager of Defendant Turning Point Holdings, LLC.

7. Defendant Madison Brecka is an adult citizen and resident of Florida.

8. Defendant Cole Brecka is an adult citizen and resident of Florida.

9. Defendant Mariah Ospina is an adult citizen and resident of Florida.

10. This is an action for fraud in the inducement, breach of Executive Services Agreements, breach of fiduciary duty, injunctive relief as to the Non-Competition and Inventions and Patents Provisions of the Executive Services Agreements, breach of a Restrictive Covenant Agreement, tortious interference, and declaratory relief.

11. Venue is proper pursuant to Chapter 47, Florida Statutes, because the causes of action alleged herein accrued in Miami-Dade County where 10X Health and Cardone Ventures were damaged. Additionally, the Defendants are located and transact business in Miami-Dade County, Florida, which is where a substantial part of the events or omissions giving rise to the claims occurred and are occurring. IJS, Brecka, Workinger, and Turning Point also consented to venue in Miami-Dade County through written agreements, which require that any disputes arising under the agreements be brought exclusively in a state or federal court of competent jurisdiction in Miami-Dade County, Florida.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

The Business of 10X Health and Its Super-Majority Owner Cardone Ventures

12. Cardone Ventures is a business consultancy and investment management firm specializing in helping small and medium-sized businesses scale to achieve exponential growth. Healthcare is one of its many "verticals" in which Cardone Ventures actively invests. The founders of Cardone Ventures include Grant Cardone and Brandon Dawson, best-selling authors, and renowned speakers on the topics of leadership, entrepreneurship, social media, and finance, who have successfully scaled, optimized, and created exponential growth for businesses. Brandon Dawson is the CEO of Cardone Ventures and 10X Health.

13. 10X Health was organized as a limited liability company as of September 16, 2021. Its initial members were Cardone Ventures, IJS Presentations, and Turning Point Holdings. At that time, Cardone Ventures owned 82% of the membership interests.

14. Using a holistic approach, 10X Health's goal is to help clients take control of their health and give them the power to heal their bodies naturally, with no invasive surgeries. 10X Health wellness centers provide customized nutrient intravenous drip therapy; genetic testing; hormone optimization; blood testing; anti-aging aesthetic procedures (like redlight therapy and non-surgical cosmetic procedures); cold plunge pools; amino acid supplements; custom and precision supplements; nutraceuticals; cellular restoration; and other related services and products. 10X Health products are available at 10X Health-branded wellness centers, through licensees, and via e-commerce and popular platforms like Amazon.

The Formation of 10X Health, and Its Acquisition of Streamline

15. Through an Asset Purchase Agreement dated September 16, 2021, 10X Health purchased the assets of (a) Streamline Medical Group Naples LLC and (b) Streamline Wellness, LLC; two limited liability companies owned by Workinger, Brecka's wife. The Asset Purchase

Agreement included all the sellers' right, title, and interest in the Streamline limited liability companies.

16. Streamline opened in 2017, with Brecka acting as CEO and Workinger acting as CFO. Brecka and Workinger called themselves "anti-aging rejuvenation specialists." Streamline focused on fat loss, hormone optimization, and anti-aging. Located in a strip mall in Naples, Florida, Streamline's income peaked at approximately $4 million in 2021. Over the four years of its existence, Streamline's aggregate net income totaled approximately $1 million.

17. Brecka described himself, and continues to describe himself, as a human biologist and "biohacker." Brecka holds a BS in Biology from Frostburg State University and a BS in Human Biology from the National University of Health Sciences School of Chiropractic Medicine. Brecka is not a medical doctor.

18. Prior to his involvement in Streamline, Brecka had limited success in business, and no experience in the anti-aging and wellness industry. During the 20-year prior period, Brecka claims to have been a "mortality-modeling expert" for the insurance industry.

19. Just a few years prior to forming Streamline, Brecka was the debtor in a Chapter 7 bankruptcy proceeding, in which he listed only $8,450 in personal property assets, $4,333 in monthly income, and over $3.4 million in liabilities. Brecka's bankruptcy, combined with judgment creditor liens and a sizable federal tax lien, made it difficult if not impossible for him to own a business or obtain personal or conventional business financing. As a result, Workinger was the sole member and Manager of each Streamline entity involved in the 10X Health asset purchase.

20. In or about 2019, Brecka and Streamline came to the attention of Grant Cardone, one of the principals of Cardone Ventures. Grant Cardone referred business from the 10X

community to Brecka and Streamline. However, Brecka and Streamline proved wholly inadequate to manage a growing business.

21. In the wake of being given the spotlight in front of approximately 34,000 attendees at a 2019 10X Growth Conference, Brecka and Streamline were unable to deliver any products or services to 3,800 people who wanted to work with them. As a result of this catastrophic failure, Grant Cardone discontinued plans to work further with them.

22. Discussions only resumed more than a year later when Dawson and Cardone Ventures entered the picture and began to slowly refer business to them. When Cardone Ventures eventually agreed to form 10X Health, purchase Streamline's assets, and give Brecka and Workinger roles in the new entity, Cardone Ventures only did so after Brecka and Workinger agreed to sign Executive Services Agreements, and also to Cardone Ventures being Manager and super-majority owner of 10X Health due to the huge risk involved in partnering with Brecka and Workinger.

23. Because Brecka had no equity in either Streamline entity, he did not receive any portion of the cash purchase payment for the businesses. However, as part of the asset purchase transaction, Brecka's entity IJS received 11,000 Class A membership units of 10X Health in exchange for his promises, among others, to contemporaneously enter into an Executive Services Agreement and to devote substantially all of his time to help build the 10X Health business.

24. In 2022, 10X Health acquired HealthGains to provide a larger platform for patient centric care. The HealthGains acquisition provided 10X Health, Brecka, and Workinger with the opportunity to provide additional services to clients and potential clients.

25. 10X Health's acquisition and subsequent operation of Streamline, with Cardone Ventures as Manager, proved transformational. Streamline's growth began to ramp up in 2021,

when Cardone and Dawson referrals accounted for more than half of Streamline revenue. Since then, the business has rapidly expanded in both clientele and revenue, with positive exposure on television and social media and through A-list celebrities and professional athletes.

26. With the full force of Cardone's relationships and marketing, along with Dawson's "Nine-Figure Mindset" business building and scaling system, revenues skyrocketed in the three years post-acquisition. Annual revenues leapt to approximately $25 million in 2022, $75 million in 2023, and $120 million in 2024. By the same token, Brecka's and Workinger's combined income from 10X Health exploded from over $2.6 million in 2022, to over $5.3 million in 2023, and then to a staggering $11.2 million in 2024. Prior to the acquisition, Streamline's net income averaged approximately $250,000, and annual revenue averaged only about $2 million.

27. Through its association with 10X Health and its principals, Brecka has been able to work with VIP clients ranging from CEOs to celebrities and professional athletes. Brecka is also now invited to speak at major health and wellness conferences around the world, commanding speaking fees ranging from $60,000 to $100,000.

28. In January 2024, Brecka promoted himself to be of "world-renown and effectively is a celebrity in the health and wellness space, with an online audience of millions of persons. Brecka's personal social media accounts, and those associated with the Podcast, total over 3.3 million followers across Facebook, Instagram, TikTok, YouTube, and X."

29. With respect to Ultimate Human, LLC, Brecka claims to have built a business valued at $100 million or more. Beyond extensive licensing, revenue sharing, and other relationships, Ultimate Human has published over 140 professionally produced podcast episodes, making them available on major publishers like Spotify and YouTube.

30. With the millions earned from 10X Health, likely along with other sums garnered from unauthorized side deals and similar endeavors, Brecka and Workinger have purchased roughly $35 million worth of real estate, capped by their purchase of a Coconut Grove penthouse on August 14, 2024 for $19.5 million.

31. As demonstrated by the millions of dollars Brecka has made in the past few years, without the support of 10X Health, Cardone Ventures, Grant Cardone, and Brandon Dawson, Brecka's current success and income would not have been possible. For some reason, this support and ensuing success was not enough for Brecka and Workinger. Despite only netting a few hundred thousand dollars a year prior being engaged by 10X Health and incentivized with equity, once Brecka and Workinger gained their financial footing and attained a following, they surreptitiously engaged in a scheme to set up competing entities, siphon off business, and use the company's time, assets, personnel, and relationships, for their personal profit.

Brecka Secretly Backs His Daughter's Resignation from 10X Health, Establishment of a Competing Business, and Coerces a Revenue Sharing Arrangement.

32. Brecka's daughter, Madison Brecka, was an employee of Streamline who became an employee of 10X Health after the acquisition.

33. In early 2023, 10X Health discovered that Madison Brecka, then about 24 years old, was performing certain services at Brecka's direction without required licensure. To protect 10X Health patients, Madison, and the company, 10X Health leadership removed her from those interactions with patients and away from Brecka's control.

34. Rather than responding with professionalism or concern, Brecka was thoroughly indignant at Madison's change of duties and supervision. In a May 1, 2023 video call, Brecka

stated that "*82% of the partnership*" "*thought the solution was to take the second oldest employee in the company and stuff her into a cubicle*."

35. Soon after her reassignment, Madison Brecka resigned from 10X Health. Shortly thereafter, on May 15, 2023, a limited liability company named Brecka Wellness LLC was established with Madison as Manager. Upon information and belief, Brecka helped Madison establish Brecka Wellness with financial and other support.

36. The services of Brecka Wellness were intended to include concierge medical services, intravenous (IV) hydration therapy services, and intravenous (IV) vitamin therapy services. During 2023 and until at least March 22, 2024, Madison Brecka did not have a license to perform any of these medical services.

37. Nonetheless, until at least March 22, 2024, Madison Brecka continued to offer unlicensed medical services, often at the direction of her father. She delivered unlicensed medical services Brecka's Miami condominium in Miami and in other cities around the world like Dubai.

38. During 2023 and 2024, Brecka not only funneled 10X Health clients and other customers to Madison. Brecka erroneously led them to believe that Madison was part of the 10X Health team.

39. During 2023 and 2024, Brecka threatened Madison that he would report her to the authorities for practicing without a license unless she shared revenue from her business with him. The revenue sharing percentage ranged from 50% to 100% of revenue per transaction.

40. During 2023, the revenues of Brecka Wellness were nearly $1 million. Most if not all of that revenue was the result of business referred by Gary Brecka. Neither Brecka nor Madison disclosed that revenue to 10X Health. Neither Brecka nor Madison shared any of that revenue with 10X Health.

Brecka and Workinger Fraudulently Induce
Amendments of Their Executive Services Agreements.

41. As part of the Asset Purchase Agreement to acquire the Streamline limited liability companies, 10X Health entered into Executive Services Agreements with Brecka and Workinger.

42. Brecka's original Executive Services Agreement was subsequently amended and restated. The operative Second Amended and Restated Executive Services Agreement (the "Brecka Agreement") was signed on August 16, 2023. The Brecka Agreement is **Exhibit 1**.

43. As described later in this Complaint, Workinger's original Executive Services Agreement also was subsequently amended and restated. The operative First Amended and Restated Executive Services Agreement (the "Workinger Agreement") was signed on August 18, 2023.

44. The Brecka Agreement described the mutual promises and covenants made among Brecka, IJS, and 10X Health, the nature of the Parties' confidential relationship, and the certain 10X Property described therein, including Proprietary Information as defined in Section 4.1 and Work Product as defined in Section 4.7.

45. Likewise, the Workinger Agreement described the mutual promises and covenants made among Workinger, Turning Point, and 10X Health, the nature of the Parties' confidential relationship, and the certain 10X Property described therein, including Proprietary Information as defined in Section 4.1 and Work Product as defined in Section 4.7.

46. Brecka and Workinger induced 10X Health to enter into the amended Executive Services Agreements by making false representations or material omissions to 10X Health.

47. On or around April 6, 2023, Brecka requested that his assistant, Mariah Ospina, execute a retention agreement between the Berger Singerman law firm on the one hand, and Brecka, Workinger, and IJS on the other hand, "in connection with a potential non-compete and

related claims with Cardone Ventures, LLC, 10X Health Ventures, LLC." Berger Singerman captioned the matter as "NON-COMPETE LITIGATION." This was all documented and discovered in 10X Health's company-owned email after Brecka and Workinger's departure from the company.

48. In an attempt to keep the peace in the face of Brecka and Workinger mounting financial demands, 10X Health over the next three months negotiated enhanced Executive Services Agreements. During that same time period, Brecka and Workinger worked behind the scenes to establish a competing business structure, separate from and unaccountable to their partners at 10X Health. That business structure included Brecka Wellness LLC and Ultimate Human, LLC, each of which would compete against 10X Health and siphon off business.

49. Unaware of Brecka's and Workinger's side dealings, and unaware of their formation of "Ultimate Human" on August 10, 2023, 10X Health signed amended Executive Services Agreements with Brecka on August 16, 2023, and with Workinger on August 18, 2023.

50. Brecka's and Workinger's amended Executive Services Agreements materially enhanced the compensation they would receive and furthered their plan to compete with 10X Health. If 10X Health was aware of Brecka's and Workinger's malintent, efforts to establish a competing business structure during the preceding months, and intent to prematurely exit 10X Health, 10X Health would not have entered into the amended agreements.

Brecka Promised to Devote Substantially All of
His Time to 10X Health and to Refrain from Competition.

51. The Brecka Agreement outlines the substantial compensation paid by 10X Health in exchange for services performed and agreements made by Brecka and IJS.

52. Under the Brecka Agreement, Brecka was appointed as Executive Vice President – Chief Human Biologist and directly reported to 10X Health's CEO, Brandon Dawson. Ex. 1, §1.1.

This role required Brecka and IJS to "devote substantially all of their time to [10X Health] and to fulfilling the duties assigned to them hereunder." Ex. 1, §1.2. The Brecka Agreement further required IJS and Brecka to "materially abide by [10X Health's] policies, practices, procedures, and rules of which they are notified" to the extent they are not inconsistent with the Brecka Agreement. Ex. 1, §1.2.1.

53. Another crucial part of the Brecka Agreement required Brecka and IJS, subject to some express, limited exceptions, not to "engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the CEO." Ex. 1, §1.2.2.

54. The Brecka Agreement was for an initial term through September 15, 2024, at which point it became an at-will relationship.

55. Upon learning that Brecka had secretly signed a deal requiring his immediate resignation from 10X Health in return for a cash payment of $1.5 million, 10X Health terminated the Brecka Agreement by letter dated November 5, 2024. The November 5, 2024 letter is **Exhibit 2**.

56. 10X Health terminated the Brecka Agreement as a result of the "substantial loss of trust between the parties, including the repeated concerns that [10X Health] has conveyed to [Brecka] about [Brecka's] self-dealing, competitive activity, misappropriation of intellectual property, and [10X Health] assets, dishonesty, and other misconduct." *Id.*

57. Through the Brecka Agreement, Brecka and IJS agreed to a Non-Competition Provision. *See* Ex. 1, §4.2. The Non-Competition Provision broadly provides that IJS and Brecka shall not, during the Term of the Agreement, and for a two-year period following the termination of the Agreement (the "Restricted Period"), participate in a Competing Business. *Id.* A Competing

Business is broadly defined as any entity that competes with 10X Health or any Affiliates, including Cardone Ventures, in the following products or services anywhere in the United States:

> (i) consulting services to any person or entity that provides, offers, or develops anti-aging, hormone therapy, human rejuvenation, or cosmetic services that are the same as or similar to services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials;
>
> (ii) the manufacture or supply of anti-aging, hormone therapy, or cosmetic products; or
>
> (iii) any anti-aging, hormone therapy, vitamin supplement, or rejuvenation products or services that are the same as or similar to products and services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials.

Id.

58. Through the Brecka Agreement, Brecka and IJS also agreed to an "Invention and Patents Provision." *See* Ex. 1, §4.7. The Invention and Patents Provision broadly provides that 10X Health owns, among other things, all discoveries, concepts, ideas, inventions, innovations, improvements, developments, and copyrightable work, conceived or developed by Brecka during the Term of the Agreement. The Invention and Patents Provision specifically dictates that Brecka cannot claim to own any such work product relating to the fields of "anti-aging, human rejuvenation, hormone therapy, vitamin supplementation, or cosmetic therapy":

> **4.7 Inventions and Patents.** Service Provider and Executive acknowledge that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, other works of authorship, and mask work (whether or not including any confidential information), all registrations or applications related thereto, all other proprietary information, and all similar or related information (whether or not patentable) which directly relate to Company's or its Affiliates' actual or anticipated business, research and development, or existing or future products or services which are conceived, developed, or made by Service Provider or Executive (whether alone or jointly with others) while engaged by Company (collectively, "**Work Product**"), belong to Company, and Service Provider and Executive hereby irrevocably assign, and agree to irrevocably assign, all right, title, and interest in and to such Work Product (and all intellectual property rights

> embodied therein) to Company. Notwithstanding anything herein to the contrary, the assignment of Work Product in this Section 4.7 does not apply to discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, and mask work, and all registrations or applications related thereto, ("**Executive's Work Product**") for which no equipment, supplies, facilities, or trade secret information of Company was used and which was developed entirely on Executive's own time, unless (i) Executive's Work Product relates (a) directly to Company's products or services for anti-aging, human rejuvenation, hormone therapy, vitamin supplementation, or cosmetic therapy, or (b) to Company's actual or demonstrably anticipated research or development, or (ii) Executive's Work Product results from any work performed by Service Provider or Executive for Company.

59. While he was affiliated with 10X Health, however, Brecka ignored these contractual obligations and formed Ultimate Human, LLC, a company directly competing with 10X Health and Cardone Ventures in the wellness space.

60. In further violation of the Brecka Agreement, Brecka used 10X Health staff and other resources to form Ultimate Human, LLC and to launch and promote the brand, The Ultimate Human.

61. Brecka describes The Ultimate Human as follows, using similar language that 10X Health uses to describe its business:

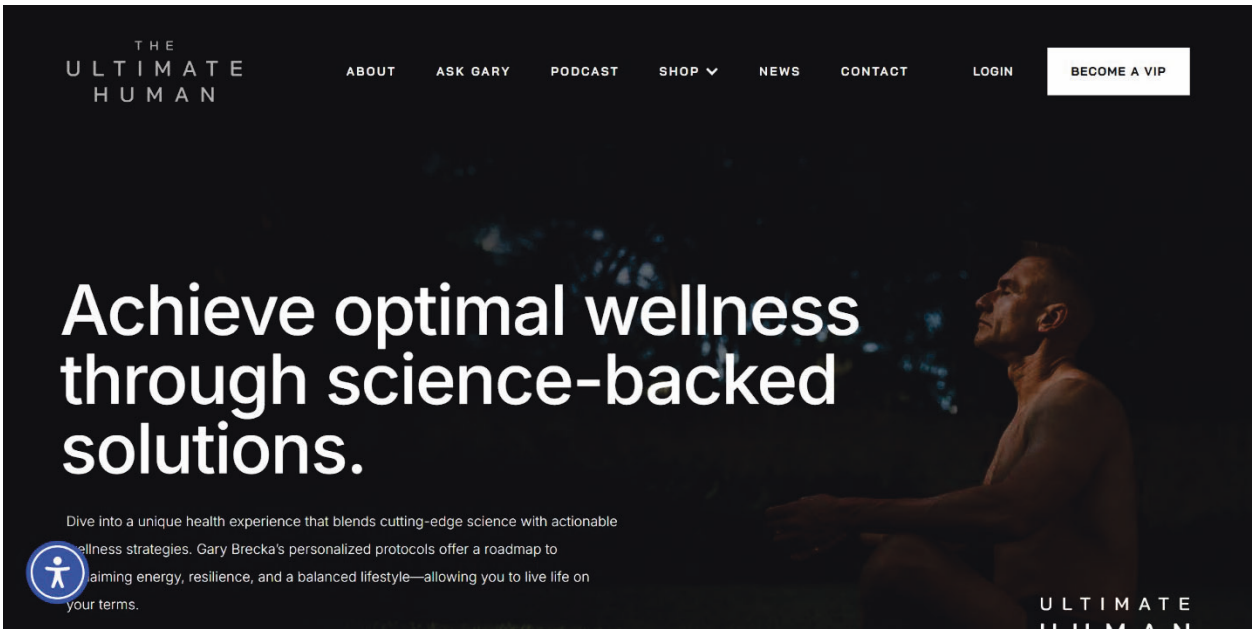
> At The Ultimate Human, we're dedicated to empowering individuals on their journey to peak health and wellness. Our brand stands at the intersection of science and well-being, offering insights and products that are grounded in rigorous research yet tailored for your everyday life. From innovative health tools to educational resources, we're committed to providing you with the knowledge and products you need to unlock your full potential.

https://www.theultimatehuman.com/about (accessed March 13, 2025).

62. During the time period from at least August 10, 2023 through November 5, 2024, Brecka devoted substantial time to the business of Ultimate Human instead of 10X Health.

63. Brecka has dubbed himself, and paid subscribers who participate in his Ultimate Human community, the "Rule Breckas." The "Rule Brecka" community, now known as the "VIP

Community," is an exclusive membership program designed to help members allegedly unlock their "ultimate potential in all areas of health and wellness."



https://www.theultimatehuman.com/ (accessed March 13, 2025).

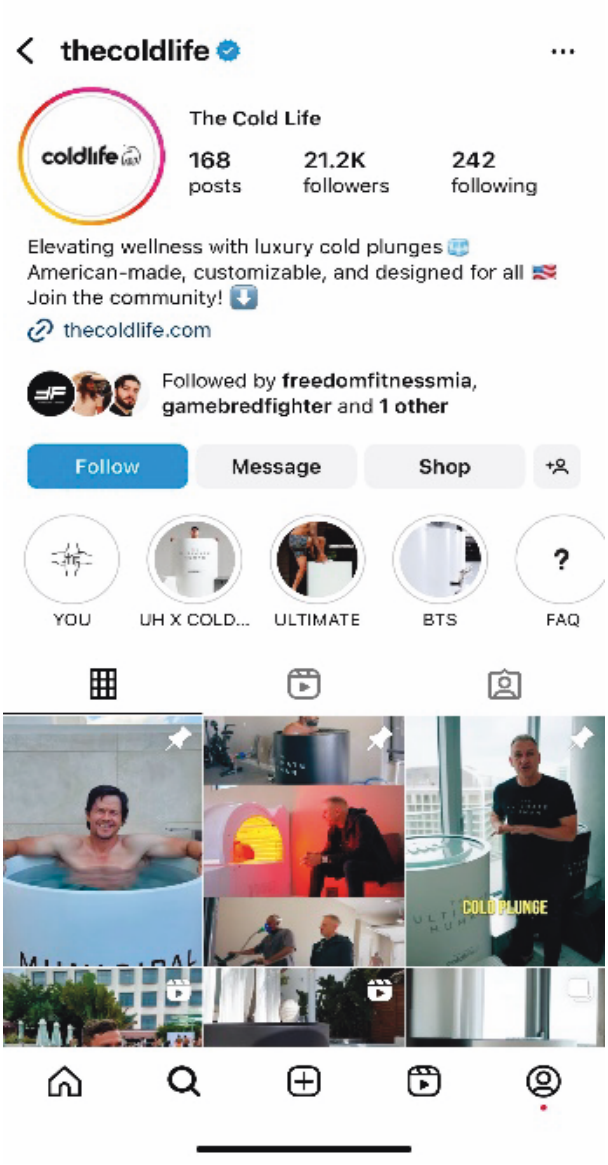
64. The Ultimate Human website additionally contains a Shop in which Ultimate Human merchandise, mouth tape, protein bars, and strength training products are sold. Brecka used 10X Health staff, including Mariah Ospina, to procure Ultimate Human-branded protein bars. This activity was not authorized by 10X Health.

65. The Shop additionally contains recommendations for additional products and links to partners which sell a wide range of wellness products, including products in the field of anti-aging.

66. During the term of the Brecka Agreement and the Restricted Period, Brecka has violated the Non-Competition Provision by selling and promoting competitive products including vitamins and supplements, and promoting Competing Businesses such as BodyHealth, Cold Life Plunge Pool, and Echo Water. Each of these businesses claims to offer anti-aging or wellness-

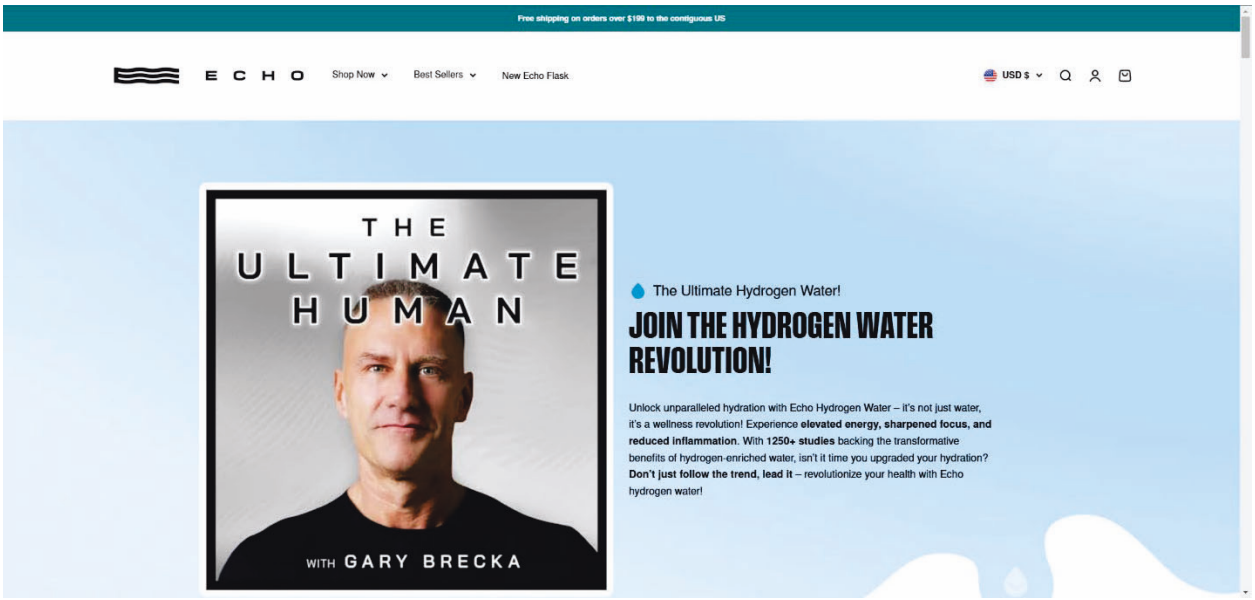
related products. For instance, BodyHealth claims that its products can "unlock the aging process." https://bodyhealth.com/blogs/news/unlocking-the-aging-process (accessed March 13, 2025).

67. Cold Life's Instagram page prominently depicts a photo of Brecka and its cold plunge pool, while claiming that it elevates "wellness."



https://www.instagram.com/thecoldlife/ (accessed March 13, 2025).

68. Echo Water similarly lays claim to supporting wellness, claiming that "it's not just water, it's a wellness revolution!" This claim is made alongside a photo of Brecka and The Ultimate Human.



https://echowater.com/pages/gary-brecka?srsltid=AfmBOorAyeURgFg-LwEOsyZWlL2xvT-Fu34wfLJK7bigC5PcbnRy0DZ6 (accessed March 13, 2025).

69. During the time period from at least April 1, 2024 to November 5, 2024, Brecka devoted substantial time to the selling and promoting of products and services offered by entities other than 10X Health, including vitamins and supplements. During the same period, he devoted substantial time to promoting Competing Businesses such as BodyHealth, Cold Life Plunge Pool, and Echo Water. At the moments he was engaged in these activities, Brecka did not devote time to the business of 10X Health.

70. Brecka has further used 10X Health customer data, insights, and intellectual property without authorization or attribution for his personal benefit. He has siphoned off business of 10X Health by introducing and requiring his daughter, Madison Brecka, to service clientele and

potential clientele through her entity known as Brecka Wellness LLC. As set forth in an April 23, 2024 USPTO trademark application by Brecka Wellness, its goods and services include intravenous hydration therapy services, intravenous vitamin therapy services, and concierge medicine services. These goods and services directly compete with goods and services offered by 10X Health. It is believed that Brecka financially benefits from the referral of clients to Brecka Wellness.

71. While he was affiliated with 10X Health, Brecka also ignored his contractual obligations to devote substantially all of his time to the business of 10X Health. Public records reveal that Brecka, alone and in concert with family members, have established no less than eight entities, filed more than 20 trademark applications in the health and wellness space, and established more than a dozen marketing and affiliate relationships – some of involving equity grants in Brecka's favor. Entities in which Brecka has an interest or has otherwise supported the formation of, include:

(a) Ultimate Human LLC

(b) H2TAB LLC

(c) Ultimate Shares LLC

(d) The Ultimate Athlete Institute LLC

(e) Ultimate Human Aviation LLC

(f) Madison Brecka LLC

(g) Brecka Wellness LLC

(h) Brecka LLC

72. H2TAB LLC is a Florida limited liability company formed on May 2, 2024. Article III of its Articles of Organization states that a purpose of the company is the "SALE OF HYDROGEN TABLETS FOR HEALTH AND WELLNESS."

73. Defendant Cole Brecka, Gary Brecka's son, is a member of H2TAB limited liability company. He is a founder of the company.

74. Upon information and belief, Brecka is also a member or manager of H2TAB. On the company's website, Brecka is listed and described as a "Founder" and the "The Scientist" of the company. See https://drinkh2tab.com/pages/our-story (accessed March 13, 2025).

75. In a February 25, 2025 email, Brecka announced the launch of H2TAB's first product. In an Instagram post of around the same date, Brecka described the product as "proprietary" to Ultimate Human, "the first fully Ultimate Human product" he's ever launched, and that he had "been working on this for nine months." https://www.instagram.com/reel/DGONZiNPNuu/ (accessed March 13, 2025).

76. Brecka's Non-Competition Provision restricts his participation in the "manufacture or supply of anti-aging … products." In his February 25, 2025 email, Brecka describes H2TAB as a "special formulation" that can "**Slow Signs of Aging**." H2TAB therefore is a Competing Business.

77. Brecka never informed the CEO of 10X Health about the H2TAB product.

78. Based on the timeline offered by Brecka, he had been working on the H2TAB formulation since at least May 2024. Brecka's agreement with 10X Health was terminated on November 5, 2024. During the time period from at least May 25, 2024 to November 5, 2024, it is clear based upon his own admissions that Brecka devoted substantial time to the business of

H2TAB. At the moments he was engaged in these activities, Brecka did not devote time to the business of 10X Health.

79. As a result of IJS and Brecka's actions, 10X Health and Cardone Ventures have been irreparably damaged.

Workinger's Executive Services Agreement

80. As part of the Asset Purchase Agreement to acquire the Streamline limited liability companies, 10X Health entered into an Executive Services Agreement with Workinger.

81. The original Executive Services Agreement was subsequently amended and restated. The operative First Amended and Restated Executive Services Agreement (the "Workinger Agreement") was signed on August 18, 2023. The Workinger Agreement is **Exhibit 3**.

82. The Workinger Agreement outlines the substantial compensation paid by 10X Health in exchange for services performed and agreements made by Workinger and Turning Point.

83. Under the Workinger Agreement, Workinger was appointed as Vice President – Director of Operations and directly reported to 10X Health's CEO, Brandon Dawson. Ex. 3, §1.1. Like the Brecka Agreement, the Workinger Agreement and the roles designated to Turning Point and Workinger required Turning Point and Workinger to "devote substantially all of their time to [10X Health] and to fulfilling the duties assigned to them hereunder." Ex. 3, §1.2. The Workinger Agreement further required Workinger and Turning Point to "materially abide by [10X Health's] policies, practices, procedures, and rules of which they are notified" to the extent they are not inconsistent with the Workinger Agreement. Ex. 3, §1.2.1.

84. Another crucial part of the Workinger Agreement required Workinger and Turning Point, subject to some express, limited exceptions, not to "engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the

performance of such services either directly or indirectly without the prior written consent of the CEO." Ex. 3, §1.2.2.

85. The Workinger Agreement was for an initial term that expired on September 15, 2024.

86. Following an at-will period, 10X Health terminated the Workinger Agreement by letter dated November 5, 2024. The November 5, 2024 letter is **Exhibit 4**.

87. Through the Workinger Agreement, Workinger and Turning Point agreed to a Non-Competition Provision. *See* Ex. 3, §4.2. The Non-Competition Provision broadly provides that Workinger and Turning Point shall not, during the Term of the Agreement, and for a one-year period following the termination of the Agreement (the "Restricted Period"), participate in a Competing Business. *Id.* A Competing Business is broadly defined as any entity that competes with 10X Health or any Affiliates, including Cardone Ventures, in the following products or services anywhere in the United States:

> (i) consulting services to any person or entity that provides, offers, or develops anti-aging, hormone therapy, human rejuvenation, or cosmetic services that are the same as or similar to services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials;
>
> (ii) the manufacture or supply of anti-aging, hormone therapy, or cosmetic products; or
>
> (iii) any anti-aging, hormone therapy, vitamin supplement, or rejuvenation products or services that are the same as or similar to products and services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials.

Id.

88. Through the Workinger Agreement, Workinger and Turning Point also agreed to an "Invention and Patents Provision." *See* Ex. 1, §4.7. The Invention and Patents Provision broadly

provides that 10X Health owns, among other things, all discoveries, concepts, ideas, inventions, innovations, improvements, developments, and copyrightable work, conceived or developed by Brecka during the Term of the Agreement. The Invention and Patents Provision specifically dictates that Workinger cannot claim to own any such work product relating to the fields of "anti-aging, human rejuvenation, hormone therapy, vitamin supplementation, or cosmetic therapy":

> **4.7 Inventions and Patents.** Service Provider and Executive acknowledge that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, other works of authorship, and mask work (whether or not including any confidential information), all registrations or applications related thereto, all other proprietary information, and all similar or related information (whether or not patentable) which directly relate to Company's or its Affiliates' actual or anticipated business, research and development, or existing or future products or services which are conceived, developed, or made by Service Provider or Executive (whether alone or jointly with others) while engaged by Company (collectively, "**Work Product**"), belong to Company, and Service Provider and Executive hereby irrevocably assign, and agree to irrevocably assign, all right, title, and interest in and to such Work Product (and all intellectual property rights embodied therein) to Company. Notwithstanding anything herein to the contrary, the assignment of Work Product in this Section 4.7 does not apply to discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, and mask work, and all registrations or applications related thereto, ("**Executive's Work Product**") for which no equipment, supplies, facilities, or trade secret information of Company was used and which was developed entirely on Executive's own time, unless (i) Executive's Work Product relates (a) directly to Company's products or services for anti-aging, human rejuvenation, hormone therapy, vitamin supplementation, or cosmetic therapy, or (b) to Company's actual or demonstrably anticipated research or development, or (ii) Executive's Work Product results from any work performed by Service Provider or Executive for Company.

89. While she was affiliated with 10X Health, however, Workinger ignored these contractual obligations and participated with Brecka in Ultimate Human, LLC, a company directly competing with 10X Health and Cardone Ventures in the wellness space.

90. Workinger has worked side-by-side with Brecka on Ultimate Human.

91. Workinger has appeared at Ultimate Human events (including product launches), appeared on podcasts on Ultimate Human's behalf, participated in Ultimate Human's business activities, and has otherwise been intimately involved with Ultimate Human.

92. As a result of Turning Point and Workinger's actions, 10X Health and Cardone Ventures have been irreparably damaged.

Ospina's Breach of Her Fiduciary Duties and Her Restrictive Covenant Agreement

93. 10X Health hired Mariah Ospina as an Executive Assistant. In that role, she was assigned to support Brecka but also took direction from Workinger and – as the company has learned – other employees of Ultimate Human.

94. Ospina's employment ended effective November 14, 2024.

95. In the wake of her resignation, 10X Health has confirmed that, during the term of her employment and while she was compensated by 10X Health, Ospina provided unauthorized support and services to Brecka, Workinger, and Ultimate Human.

96. For instance, Ospina served as liaison for Brecka and Workinger, on the one hand, and their law firm, Berger Singerman, on the other hand, supporting the following activities:

(a) On or around April 6, 2023, Ospina executed a retention agreement between the firm and Brecka, Workinger, and IJS, "in connection with a potential non-compete and related claims with Cardone Ventures, LLC, 10X Health Ventures, LLC."

(b) Ospina processed payment of the firm's retainer and subsequently processed their invoices for the matter called "NON-COMPETE LITIGATION."

(c) Ospina served as a go-between for the formation of Ultimate Human on or about August 10, 2023, and in activities pertaining to the filing for protection of an ULTIMATE HUMAN trademark later in 2023.

97. While on the 10X Health clock and payroll, Ospina also engaged in other activities not sanctioned by 10X Health, and for which 10X Health received no direct or indirect benefit. Those activities included but were not limited to:

(a) searching 10X Health emails in support of non-compete litigation Brecka intended to file against 10X Health.

(b) funneling numerous business opportunities to Brecka and Ultimate Human, including potential client inquiries and lucrative speaking engagements – with speaker fees ranging from $60,000 to $100,000 – to Brecka.

(c) assisting Brecka with formulating and sending sales proposals to customers, from a 10X Health email address, which contained at least one product not in the 10X Health product line, but which were sold by Ultimate Human pursuant to arrangements then unknown to 10X Health. One such product was a plunge pool selling for several thousand dollars manufactured by Cold Life, in which Brecka had an undisclosed equity arrangement.

(d) helping Ultimate Human personnel with myriad administrative and other requests.

98. On January 19, 2022, Ospina signed a Confidentiality, Restrictive Covenants, and Invention Assignment Agreement in favor of 10X Health (the "Restrictive Covenant Agreement"). The Ospina Agreement is **Exhibit 5**.

99. In Section 6 of the Restrictive Covenant Agreement, she promised that 10X Health would be her "exclusive" employer:

> 6. Exclusive Employment. To the greatest extent enforceable under applicable law, Employee shall be employed exclusively by the Company during the period of Employee's employment with the Company, and during this period, Employee shall not provide Employee's services or likeness to any third party in exchange for anything of value without the Company's prior written consent, which the Company may withhold or condition in its sole and absolute discretion to the fullest extent permitted by applicable

law. Employee acknowledges and agrees that Employee's receiving anything of value from a third party in exchange for the provision of Employee's services or likeness would give rise to a potential conflict of interest. Nothing in this Paragraph changes Employee's at-will employment with the Company.

100. In Section 8 of the Restrictive Covenant Agreement, she promised not to directly or indirectly, whether on her account or anyone else's, advise, consult with, be employed by, provide services to, or otherwise engage in, any "Competitive Service":

> 8. Noncompetition. The Company markets and provides healthcare services and products to customers worldwide. During Employee's Employment, Employee shall not, either for Employee's own account or for or on behalf of any other person or entity, directly or Indirectly, take any of the following actions with respect to a "Competitive Service," defined as any service or product that directly or indirectly competes with or is substantially similar to a service or product offered by the Company during Employee's employment:
>
> (a) Advise or consult with a "Competitor," defined as any person or entity (including Employee or an entity that Employee becomes employed by or otherwise affiliated with or renders services to) that offers, or is actively planning to offer, Competitive Services within a "Restricted Territory," defined as the country(ies), state(s), county(ies), and city(ies) in which the Company markets and offers services and products or actively plans to market and offer services and products.;
>
> (b) Be employed by or provide services to or for a Competitor in the Restricted Territory where Employee's duties are the same as, or similar to, the duties that Employee performs on behalf of the Company; or
>
> (c) Otherwise engage in the production, marketing, sale, distribution, offering, or provision of Competitive Services in the Restricted Territory (other than ownership of securities of a publicly-held corporation in which Employee owns less than 10% of any class of outstanding securities).

101. 10X Health paid Ospina substantial compensation during the term of her employment. She had a fiduciary obligation to 10X Health.

102. However, while she was employed by 10X Health, Ospina ignored her fiduciary and contractual obligations and participated with, supported, and supplied services to Brecka,

Workinger and others associated with Ultimate Human, LLC, a company directly competing with 10X Health in the wellness space.

103. Upon information and belief, Ospina continues to participate with, support, and supply services to Brecka, Workinger and others in Ultimate Human, LLC. Upon information and belief, discovery will show that Brecka, Workinger, and Ultimate Human leveraged other 10X Health personnel, assets, and resources in a similar unauthorized manner.

COUNT 1
Fraud in the Inducement – Brecka

104. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

105. Brecka made false statements of material fact to 10X Health to induce 10X Health to enter into the amended Brecka Agreement.

106. Brecka intended 10X Health to rely on these statements, which 10X Health did rely on, in entering into the amended Brecka Agreement.

107. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Brecka Agreement.

108. As a result, 10X Health and Cardone Ventures have been damaged.

WHEREFORE, Plaintiffs demand judgment against Gary Brecka for compensatory damages, interest, attorneys' fees, and costs.

COUNT 2
Fraud in the Inducement – Workinger

109. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

110. Workinger made false statements of material fact to 10X Health to induce 10X Health to enter into the amended Workinger Agreement.

111. Brecka intended 10X Health to rely on these statements, which 10X Health did rely on, in entering into the amended Workinger Agreement.

112. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Workinger Agreement.

113. As a result, 10X Health and Cardone Ventures have been damaged.

WHEREFORE, Plaintiffs demand judgment against Cicely Sage Workinger for compensatory damages, interest, attorneys' fees, and costs.

COUNT 3
Breach of the Brecka Agreement – IJS and Brecka
Governed by Florida law

114. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

115. IJS and Brecka materially breached the Brecka Agreement by: (a) Failing to devote substantially all their time to 10X Health; (b) Failing to assign all Work Product to 10X Health pursuant to Section 4.7; (c) Failing to materially abide by 10X Health's policies, practices, procedures, and rules; and (d) Engaging in any other business, profession, or occupation for compensation which would conflict or interfere with the performance of services to 10X Health.

116. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Brecka Agreement.

117. As a result of these material breaches, 10X Health and Cardone Ventures have been damaged.

WHEREFORE, Plaintiffs demand judgment against IJS and Brecka for compensatory damages, interest, attorneys' fees, and costs.

COUNT 4
Breach of Fiduciary Duty – IJS and Brecka
Governed by the Agreement and Florida law

118. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

119. At all relevant times during the term of the Brecka Agreement or the Restricted Period, IJS and Brecka owed fiduciary duties to 10X Health as referenced in Section 3.2.1 of the Brecka Agreement.

120. IJS and Brecka similarly owed fiduciary duties to 10X Health under Florida law.

121. IJS and Brecka breached the fiduciary duty of loyalty by: (a) engaging in businesses competitive with 10X Health and Cardone Ventures, including by creating and operating Ultimate Human, a competing entity, during the term of Agreement with 10X Health and during the Restricted Period; (b) misappropriating 10X Health resources; (c) engaging in self-dealing; (d) misusing Work Product defined in Section 4.7 of the Brecka Agreement; and (e) otherwise prioritizing their interests over 10X Health and Cardone Ventures.

122. IJS and Brecka's actions are the direct and proximate cause of 10X Health and Cardone Ventures' damages.

123. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Brecka Agreement.

124. At no time did 10X Health or Cardone Ventures ever approve or condone these actions.

125. As a result of IJS and Brecka's breaches of fiduciary duty, they have been unjustly enriched in the form of substantial profits.

WHEREFORE, Plaintiffs demand judgment against IJS and Brecka for compensatory damages interest, disgorgement of all compensation paid by 10X Health during the period of competition, disgorgement of all profits obtained from any Competing Business, including Ultimate Human, LLC, a constructive trust holding all Work Product as defined in Section 4.7 of the Brecka Agreement, attorneys' fees, and costs.

COUNT 5
Injunctive Relief (Non-Competition Provision) – IJS and Brecka
Governed by the Agreement and Florida law

126. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

127. Section 4.2 of the Brecka Agreement states as follows:

> 4.2 **Non-Competition**. Service Provider and Executive shall not, during the Term or the Restricted Period (as defined below), own, manage, operate, join, control, be employed by, participate in, consult, or be connected with any business, individual, partner, firm, corporation, or other entity that competes with Company or any of its Affiliates in the following products and services anywhere in the United States (the "Competing Business"):
>
> (i) consulting services to any person or entity that provides, offers, or develops anti-aging, hormone therapy, human rejuvenation, or cosmetic services that are the same as or similar to services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials;
>
> (ii) the manufacture or supply of anti-aging, hormone therapy, or cosmetic products; or
>
> (iii) any anti-aging, hormone therapy, vitamin supplement, or rejuvenation products or services that are the same as or similar to products and services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials.

128. The "Restricted Period" means either the one-(1)-year period following the termination of this Agreement if this Agreement is terminated by Company without Cause or by

Service Provider with Good Reason, or, in all other cases, the two-(2)-year period following the termination of this Agreement. Because 10X Health terminated the Agreement with Cause, Brecka cannot compete with 10X Health or its Affiliates, including Cardone Ventures, until the two-year-period expires on November 5, 2026.

129. Brecka created Ultimate Human, other competing businesses, and Work Product as defined by Section 4.7 of the Brecka Agreement, during his employment with 10X Health and has continued to operate Ultimate Human during the Restricted Period.

130. Brecka utilized 10X Health's resources to develop Ultimate Human, other competing businesses, and Work Product as defined by Section 4.7 of the Brecka Agreement in violation of the Brecka Agreement.

131. Based on Section 4.2 and Section 4.7 of the Brecka Agreement, 10X Health has a substantial likelihood of success on the merits.

132. Brecka's creation and operation of Ultimate Human, other Competing Businesses, and using Work Product as defined by Section 4.7 of the Brecka Agreement has caused irreparable injury to 10X Health and will continue to do so unless injunctive relief is granted.

133. The threatened injury to 10X Health outweighs any damage the proposed injunction may cause Brecka.

134. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Brecka Agreement.

135. Injunctive relief is required to enforce the terms of the Agreement the parties voluntarily executed with the assistance of counsel.

136. The injunctive relief sought in this action will not be adverse to the public interest.

WHEREFORE, Plaintiffs demand temporary and permanent injunctive relief:

(a) maintaining the status quo and preventing IJS and Brecka from engaging in competition in violation of the Brecka Agreement,

(b) preventing IJS and Brecka from using any Work Product as defined by Section 4.7 of the Brecka Agreement,

(c) enforcing the terms of the Agreement, and

(d) awarding such other relief as the Court deems just and proper.

COUNT 6
Breach of the Workinger Agreement – Turning Point and Workinger
Governed by Florida law

137. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

138. Turning Point and Workinger materially breached the Workinger Agreement by: (a) Failing to devote substantially all of their time to 10X Health; (b) Failing to assign all Work Product to 10X Health pursuant to Section 4.7; (c) Failing to materially abide by 10X Health's policies, practices, procedures, and rules; and (d) Engaging in any other business, profession, or occupation for compensation which would conflict or interfere with the performance of services to 10X Health.

139. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Workinger Agreement.

140. As a result of these material breaches, 10X Health and Cardone Ventures have been damaged.

WHEREFORE, Plaintiffs demand judgment against Turning Point and Workinger for compensatory damages, interest, attorneys' fees, and costs.

COUNT 7
Breach of Fiduciary Duty – Turning Point and Workinger
Governed by the Agreement and Florida law

141. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

142. At all relevant times during the term of the Workinger Agreement or the Restricted Period, Turning Point and Workinger owed fiduciary duties to 10X Health as referenced in Section 3.2.1 of the Workinger Agreement.

143. Turning Point and Workinger similarly owed fiduciary duties to 10X Health under Florida law.

144. Turning Point and Workinger breached the fiduciary duty of loyalty by: (a) engaging in businesses competitive with 10X Health and Cardone Ventures, including by participated in creating and operating Ultimate Human, a competing entity, during the term of Agreement with 10X Health and during the Restricted Period; (b) misappropriating 10X Health resources; (c) engaging in self-dealing; (d) misusing Work Product defined in Section 4.7 of the Workinger Agreement; and (e) otherwise prioritizing their interests over 10X Health and Cardone Ventures.

145. Turning Point and Workinger's actions are the direct and proximate cause of 10X Health's damages.

146. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Workinger Agreement.

147. At no time did 10X Health or Cardone Ventures ever approve or condone these actions.

148. As a result of Turning Point and Workinger's breaches of fiduciary duty, they have been unjustly enriched in the form of substantial profits.

WHEREFORE, Plaintiffs demand judgment against Turning Point and Workinger for compensatory damages, interest, disgorgement of all compensation paid by 10X Health during the period of competition, disgorgement of all profits obtained from any Competing Business, including Ultimate Human, LLC, a constructive trust holding all Work Product as defined in Section 4.7 of the Workinger Agreement, attorneys' fees, and costs.

COUNT 8
Injunctive Relief (Non-Competition Provision) – Turning Point and Workinger
Governed by the Agreement and Florida law

149. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

150. Section 4.2 of the Agreement states as follows:

> 4.2 **Non-Competition**. Service Provider and Executive shall not, during the Term or the Restricted Period (as defined below), own, manage, operate, join, control, be employed by, participate in, consult, or be connected with any business, individual, partner, firm, corporation, or other entity that competes with Company or any of its Affiliates in the following products and services anywhere in the United States (the "Competing Business"):
>
> (iv) consulting services to any person or entity that provides, offers, or develops anti-aging, hormone therapy, human rejuvenation, or cosmetic services that are the same as or similar to services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials;
>
> (v) the manufacture or supply of anti-aging, hormone therapy, or cosmetic products; or
>
> (vi) any anti-aging, hormone therapy, vitamin supplement, or rejuvenation products or services that are the same as or similar to products and services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials.

151. The "Restricted Period" means either the one-(1)-year period following the termination of this Agreement if this Agreement is terminated by Company without Cause or by

Service Provider with Good Reason, or, in all other cases, the two-(2)-year period following the termination of this Agreement. The one-year period expires on November 5, 2025.

152. Workinger has promoted the Ultimate Human brand and otherwise assisted Brecka with Ultimate Human, a competing business, during the Restricted Period.

153. Workinger has also misused, and assist Brecka's misuse of, 10X Health's Work Product as defined by Section 4.7 of the Brecka Agreement and Workinger Agreement.

154. Based on Section 4.2 and Section 4.7 of the Workinger Agreement, 10X Health has a substantial likelihood of success on the merits.

155. Workinger has caused irreparable injury to 10X Health and will continue to do so unless injunctive relief is granted.

156. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Workinger Agreement.

157. The threatened injury to 10X Health outweighs any damage the proposed injunction may cause Workinger.

158. Injunctive relief is required to enforce the terms of the Agreement the parties voluntarily executed with the assistance of counsel.

159. The injunctive relief sought in this action will not be adverse to the public interest.

WHEREFORE, Plaintiffs demand temporary and permanent injunctive relief:

(a) maintaining the status quo and preventing Workinger from engaging in competition in violation of the Agreement,

(b) preventing Turning Point and Workinger from using any Work Product as defined by Section 4.7 of the Workinger Agreement;

(c) enforcing the terms of the Agreement, and

(d) awarding such other relief as the Court deems just and proper.

COUNT 9
Breach of the Restrictive Covenant Agreement – Ospina
Governed by the Ospina Agreement and Delaware law

160. Plaintiff 10X Health repeats and realleges each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

161. Ospina materially breached the Restrictive Covenant Agreement contained within the Ospina Agreement by providing unauthorized support and services to Brecka, Workinger, and the Ultimate Human – all of whom were "Competitors" with respect to a "Competitive Service" as defined by the Restrictive Covenant Agreement.

162. As a result of these material breaches, 10X Health has been damaged.

WHEREFORE, Plaintiff 10X Health demands judgment against Ospina for compensatory damages, interest, attorneys' fees, and costs.

COUNT 10
Breach of Fiduciary Duty – Ospina
Governed by Florida law

163. Plaintiff 10X Health repeats and realleges each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

164. At all relevant times during her employment, Ospina owed fiduciary duties to 10X Health under Florida law.

165. Ospina breached the fiduciary duty of loyalty by: (a) supporting and engaging in a business, Ultimate Human, which was and is competitive with 10X Health, during the term of Agreement with 10X Health; (b) misappropriating 10X Health resources; and (c) otherwise prioritizing other interests over 10X Health.

166. Ospina's actions are the direct and proximate cause of 10X Health's damages.

167. At no time did 10X Health ever approve or condone these actions.

168. As a result of Ospina's breach of fiduciary duty, she received substantial compensation to which she was not entitled.

WHEREFORE, Plaintiff 10X Health demands judgment against Ospina for compensatory damages, interest, disgorgement of all compensation paid by 10X Health during the period of competition, attorneys' fees, and costs.

COUNT 11
Tortious Interference – Madison Brecka

169. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

170. At all times material to this action, Madison Brecka knew of Gary Brecka's business relationship and agreements with 10X Health.

171. Madison Brecka intentionally and without justification interfered with Gary Brecka's business relationship and agreements with 10X Health by:

(a) Creating Brecka Wellness LLC as a Competing Business to 10X Health and doing business with Gary Brecka through that entity;

(b) Servicing 10X Health clients without 10X Health's authorization and directing proceeds from those services outside of 10X Health;

(c) Assisting Gary Brecka with competing against 10X Health in violation of the Brecka Agreement; and

(d) Directing 10X Health resources to benefit herself and/or Gary Brecka.

172. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Brecka Agreement.

173. As a result of Madison Brecka's actions, Gary Brecka breached the Brecka Agreement and other agreements as described herein.

174. Plaintiffs been damaged as a result of Madison Brecka's actions.

WHEREFORE, Plaintiffs demand judgment against Madison Brecka for compensatory damages, interest, attorneys' fees, and costs.

COUNT 12
Tortious Interference – Cole Brecka

175. Plaintiffs repeat and reallege each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

176. At all times material to this action, Cole Brecka knew of Gary Brecka's business relationship and agreements with 10X Health.

177. Cole Brecka intentionally and without justification interfered with Gary Brecka's business relationship and agreements with 10X Health by:

(a) Creating H2TAB LLC as a Competing Business to 10X Health and doing business with Gary Brecka through that entity;

(b) Assisting Gary Brecka with competing against 10X Health in violation of the Brecka Agreement; and

(c) Directing 10X Health resources to benefit himself and/or Gary Brecka.

178. As a result of Cole Brecka's actions, Gary Brecka breached the Brecka Agreement and other agreements as described herein.

179. As an Affiliate, Cardone Ventures is a third-party beneficiary of the Brecka Agreement.

180. Plaintiffs been damaged as a result of Cole Brecka's actions.

WHEREFORE, Plaintiffs demand judgment against Cole Brecka for compensatory damages, interest, attorneys' fees, and costs.

COUNT 13
Declaratory Relief - IJS

181. Plaintiff 10X Health repeats and realleges each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

182. In 2023, Brecka and Workinger approached Brandon Dawson, CEO of 10X Health, indicating that they required a loan in order to satisfy certain tax obligations.

183. On August 18, 2023, 10X Health entered into a Loan Agreement and a Pledge Agreement with Brecka's entity, IJS. IJS borrowed the total amount committed under the loan, in the amount of $1,161,111.11.

184. Pursuant to the IJS Loan Agreement:

(a) interest accrued on the outstanding balance of the loan amount at the annual rate of 5.00%, compounded monthly;

(b) the entire outstanding balance of the loan amount and all accrued interest is due and payable on the Maturity Date; and

(c) the "Maturity Date" is defined as March 15, 2025. However, if the IJS Executive Services Agreement was terminated for any reason, the termination date of the Services Agreement became the Maturity Date.

See **Exhibit 6**.

185. The IJS Executive Services Agreement terminated on November 5, 2024.

186. On November 14, 2024, 10X Health notified IJS of its failure to timely repay the balance of the loan amount and accrued interest. As of that date, the total amount due (loan amount plus accrued interest) was $1,211,436.46.

187. Pursuant to the IJS Loan Agreement:

(a) the borrower's failure to make any payment within 5 days of notice constituted an Event of Default;

(b) if any Event of Default occurred, all amounts due under the Loan Agreement become immediately due and payable, without notice; and

(c) 10X Health has all rights under the Pledge Agreement and in law, in equity, or otherwise.

188. Pursuant to the IJS Pledge Agreement:

(a) All membership interests held by IJS or Turning Point, as the case may be, in 10X Health were "Pledged Collateral" for the loan;

(b) Upon the occurrence of an Event of Default, all of the pledgor's "voting and other consensual rights pertaining to the Pledged Collateral" cease, and 10X Health, as the secured party, has the sole right to exercise rights with respect to the Pledged Collateral as if it were "the outright owner thereof"; and

(c) IJS must pay all reasonable costs, disbursements, and expenses incurred by 10X Health in connection with the negotiation, execution, administration, amendment, waiver, enforcement, or collection of the Pledge Agreement, with such amount constituting obligations secured under the Pledge Agreement.

See **Exhibit 7**.

189. To date, IJS has failed to make any payment with respect to its Loan Agreement.

190. As such, an Event of Default occurred with respect to IJS.

191. On November 22, 2024, 10X Health notified IJS of the adoption of an Amended and Restated Operating Agreement for 10X Health.

WHEREFORE, 10X Health seeks the following declaration against IJS:

(a) That IJS is in Default of the Loan Agreement;

(b) That IJS must repay the Loan with interest in full;

(c) As a result of IJS' Default, 10X Health was and is entitled to vote the Pledged Collateral at all material times; and

(d) IJS must pay all reasonable costs, disbursements, and expenses incurred by 10X Health in connection with the negotiation, execution, administration, amendment, waiver, enforcement, or collection of the Pledge Agreement, with such amount constituting obligations secured under the Pledge Agreement.

COUNT 14
Declaratory Relief – Turning Point

192. Plaintiff 10X Health repeats and realleges each and every allegation contained in Paragraphs 1 through 103 as if fully set forth herein.

193. In 2023, Brecka and Workinger approached Brandon Dawson, CEO of 10X Health, indicating that they required a loan in order to satisfy certain tax obligations.

194. On August 18, 2023, 10X Health entered into a Loan Agreement and a Pledge Agreement with Workinger's entity, Turning Point. Turning Point borrowed the total amount committed under the loan, in the amount of $738,888.89.

195. Pursuant to the Turning Point Loan Agreement:

(a) interest accrued on the outstanding balance of the loan amount at the annual rate of 5.00%, compounded monthly;

(b) the entire outstanding balance of the loan amount and all accrued interest is due and payable on the Maturity Date; and

(c) the "Maturity Date" is defined as March 15, 2025. However, if the Turning Point Executive Services Agreement was terminated for any reason, the termination date of the Services Agreement became the Maturity Date.

See **Exhibit 8**.

196. The Turning Point Executive Services Agreement terminated on November 5, 2024.

197. On November 14, 2024, 10X Health notified Turning Point of its failure to timely repay the balance of the loan amount and accrued interest. As of that date, the total amount due (loan amount plus accrued interest) was $770,811.06.

198. Pursuant to the Turning Point Loan Agreement:

(a) the borrower's failure to make any payment within 5 days of notice constituted an Event of Default;

(b) if any Event of Default occurred, all amounts due under the Loan Agreement become immediately due and payable, without notice; and

(c) 10X Health has all rights under the Pledge Agreement and in law, in equity, or otherwise.

199. Pursuant to the Turning Point Pledge Agreement:

(a) All membership interests held by IJS or Turning Point, as the case may be, in 10X Health were "Pledged Collateral" for the loan;

(b) Upon the occurrence of an Event of Default, all of the pledgor's "voting and other consensual rights pertaining to the Pledged Collateral" cease, and 10X Health, as the secured party, has the sole right to exercise rights with respect to the Pledged Collateral as if it were "the outright owner thereof"; and

(c) Turning Point must pay all reasonable costs, disbursements, and expenses incurred by 10X Health in connection with the negotiation, execution, administration,

amendment, waiver, enforcement, or collection of the Pledge Agreement, with such amount constituting obligations secured under the Pledge Agreement.

See **Exhibit 9**.

200. To date, Turning Point has failed to make any payment with respect to its Loan Agreement.

201. As such, an Event of Default occurred with respect to Turning Point.

202. On November 22, 2024, 10X Health notified Turning Point of the adoption of an Amended and Restated Operating Agreement for 10X Health.

WHEREFORE, 10X Health seeks the following declaration against Turning Point:

(a) That Turning Point is in Default of the Loan Agreement;

(b) That Turning Point must repay the Loan with interest in full;

(c) As a result of Turning Point's Default, 10X Health was and is entitled to vote the Pledged Collateral at all material times; and

(d) Turning Point must pay all reasonable costs, disbursements, and expenses incurred by 10X Health in connection with the negotiation, execution, administration, amendment, waiver, enforcement, or collection of the Pledge Agreement, with such amount constituting obligations secured under the Pledge Agreement.

ALLEGATION OF DAMAGES COMMON TO ALL CLAIMS FOR RELIEF

203. Plaintiffs repeat each and every allegation contained in Paragraphs 1 through 202 above, as if set forth herein in full.

204. Plaintiffs suffered, are suffering, and will continue to suffer irreparable harm and damage as a result of Defendants' wrongful conduct. Defendants will, unless restrained and enjoined, continue to act in the unlawful manner complained of herein, all to the irreparable

damage of the business and reputation of Plaintiffs. Plaintiffs remedy at law is not adequate to compensate it for the injuries suffered and threatened.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray the Court:

1. Enter a judgment against IJS, Brecka, Turning Point, and Workinger for compensatory damages, interest, disgorgement of all compensation paid by 10X Health during the period of competition, disgorgement of all profits obtained from any Competing Business, including Ultimate Human, LLC and H2TAB LLC, a constructive trust holding all Work Product as defined in Section 4.7 of the Brecka Agreement, a constructive trust holding all Work Product as defined in Section 4.7 of the Workinger Agreement, attorneys' fees, and costs;

2. Enjoin Defendants from engaging in competition in violation of the Agreements;

3. Enter a judgment against IJS, Brecka, Turning Point, and Workinger for their breaches of fiduciary duty to 10X Health;

4. Enter a judgment against Mariah Ospina for her breach of fiduciary duty to 10X Health;

5. Enter a judgment against Mariah Ospina for her breach of Restrictive Covenant Agreement to 10X Health;

6. Enter a judgment against Madison Brecka for tortious interference;

7. Enter a judgment against Cole Brecka for tortious interference;

8. Enter a declaration against IJS that it (a) is in Default of the Loan Agreement; (b) must repay the Loan Agreement with interest in full; and (c) as a result of IJS' Default, 10X Health was and is entitled to vote the Pledged Collateral at all material times; and (d) that IJS must pay all reasonable costs, disbursements, and expenses incurred by 10X Health in connection with the negotiation, execution, administration, amendment, waiver, enforcement, or collection of the

Pledge Agreement, with such amount constituting obligations secured under the Pledge Agreement;

9. Enter a declaration against Turning Point that it (a) is in Default of the Loan Agreement; (b) must repay the Loan Agreement with interest in full; and (c) as a result of Turning Point's Default, 10X Health was and is entitled to vote the Pledged Collateral at all material times; and (d) that Turning Point must pay all reasonable costs, disbursements, and expenses incurred by 10X Health in connection with the negotiation, execution, administration, amendment, waiver, enforcement, or collection of the Pledge Agreement, with such amount constituting obligations secured under the Pledge Agreement; and

10. Award such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Dated: March 17, 2025

BUCHANAN INGERSOLL & ROONEY PC

By: /s/ Miranda L. Soto

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Exhibit 1

SECOND AMENDED AND RESTATED EXECUTIVE SERVICES AGREEMENT

PARTIES: 10X Health Ventures LLC, a Delaware limited liability company ("**Company**")

And IJS Presentations, LLC, a Florida limited liability company ("**Service Provider**") and Gary Brecka ("**Executive**")

RECITALS

WHEREAS that certain Asset Purchase Agreement by and among Company; Streamline Medical Group Naples LLC; Streamline Wellness, LLC; Executive; and Cicely Workinger ("**Workinger**") was executed on September 16, 2021 (the "**Purchase Agreement**");

WHEREAS the Purchase Agreement contemplates that Executive shall enter into a services agreement with Company;

WHEREAS Executive is the sole member of Service Provider and has sole and absolute control over Service Provider;

WHEREAS Service Provider has been issued 11,000 Class A Units of membership interest in Company, of which 1,334 are subject to redemption through December 31, 2023 under the Conditional Unit Redemption Agreement dated September 16, 2021;

WHEREAS Company and Executive entered into that certain Executive Services Agreement on September 16, 2021, as amended and restated by that certain First Amended and Restated Executive Services Agreement, dated February 28, 2022, by and among the Company, Service Provider, and Executive (the "**Executive Services Agreement**"), and Company, Service Provider, and Executive desire to amend and restate the Executive Services Agreement;

WHEREAS Service Provider's attorney delivered a Good Reason Notice to Company, dated May 31, 2023 (the "**Good Reason Notice**"), and the parties have agreed to resolve their differences by entering into this Second Amended and Restated Executive Services Agreement (the "**Agreement**");

WHEREAS, upon full execution by all parties hereto, the Good Reason Notice shall be deemed withdrawn;

WHEREAS Company paid Service Provider $120,000 on or about May 30, 2023 (the "**Interim Payment**"); and

WHEREAS Company, Service Provider, and Executive (each individually referred to herein as a "**Party**" and together as the "**Parties**") hereby enter into this Agreement with an effective date of March 1, 2023 (the "**Effective Date**");

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and mutual covenants set forth herein, and intending to be bound hereby, the Parties agree as follows:

ARTICLE 1
ENGAGEMENT; DUTIES; TERM

1.1 **Engagement.** Company engages Service Provider to provide the services set forth herein and appoints Executive to the office of Executive Vice President – Chief Human Biologist (the "**Office**"). Service Provider accepts the engagement, and Executive accepts the appointment. Service Provider and Executive shall report directly to the Chief Executive Officer of Company ("**CEO**").

1.2 **Services; Duties.** Service Provider and Executive shall devote substantially all of their time to Company and to fulfilling the duties assigned to them hereunder which shall include such duties for Company that are consistent with Executive's title, experience, and education as may from time to time be assigned to them by the CEO. In addition, the CEO may assign Service Provider and Executive to provide services to one or more of Company's Affiliates upon reasonable terms and conditions that are acceptable to Service Provider and Executive.

1.2.1 Service Provider and Executive agree to materially abide by Company's policies, practices, procedures, and rules of which they are notified, to the extent the policies, practices, procedures, and rules are not inconsistent with this Agreement, in which case the provisions of this Agreement prevail.

1.2.2 During the Term (as defined below), Service Provider and Executive shall devote substantially all of their business time and attention to the performance of the duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the CEO. For the avoidance of doubt, neither Service Provider nor Executive shall have any arrangements or agreements to receive compensation for its or his services, sponsorships, or promotions with or from any other person or business, except as expressly permitted herein. Notwithstanding anything to the contrary herein, Executive, and only Executive, may, as long as there is no conflict or interference with the performance of Service Provider's or Executive's duties under this Section 1.2: (i) author and have published any book(s) on topics at the discretion of Executive and retain all advances, compensation or royalties derived therefrom provided that any book(s) covering any topics related to Company business shall include forewords by Grant Cardone and/or Brandon Dawson and said book(s) shall reference and promote Company's name and direct readers to all applicable Company websites and social media accounts; (ii) accept and give speeches on any topics provided that (a) 100% of the speaking fee and any other compensation arising therefrom shall be paid to Company, (b) all expenses incurred by Executive shall be reimbursed to Executive from the fees and other compensation received by Company, (c) 50% of the profit from the speeches that Executive sources and books without any marketing, advertising, or promotion by Company, Cardone Ventures, LLC, Brandon Dawson, or Grant Cardone shall be paid to Service Provider and Company shall retain the other 50% (Company shall retain 100% of all speaking fees and other compensation arising from speeches by Executive that Company books for Executive or that directly result from Company's, Cardone Ventures, LLC's, Brandon Dawson's, or Grant Cardone's marketing, advertising, or promotion of Executive as a speaker), and (d) Executive where appropriate shall reference and promote Company, its websites, and social media accounts; and (iii) engage in any podcasts or shows and retain all compensation (less any expenses paid by Company) derived from podcasts or shows that Executive sources and books without any marketing, advertising, or promotion by Company, Cardone Ventures, LLC, Brandon Dawson, or Grant Cardone (Company shall retain 100% of all compensation derived from Executive's appearances on or contributions to any podcasts or shows that Company books for Executive or that directly result from Company's, Cardone Ventures, LLC's, Brandon Dawson's, or Grant

Cardone's marketing, advertising, or promotion of Executive as talent or as an expert, and Executive where appropriate shall reference and promote Company, its websites, and social media accounts.

1.2.3 During the Term, Service Provider and Executive shall be responsible for the transfer of know-how, memorialization, instruction, and training of Company officers and employees and shall cooperate in creating systems of know-how with Company officers and employees.

1.2.4 Nothing in this Agreement shall prohibit Executive, and only Executive, from pursuing and participating in charitable or community activities, passive investments, or business activities wholly unrelated to the anti-aging and hormone optimization field so long as such activities are not competitive with Company or do not materially detract Executive from performing his duties as described above.

1.3 Work Location. Service Provider and Executive's primary work location ("**Executive's Location**") shall be as agreed upon in writing between Service Provider, Executive, and the Company. Executive shall be required to travel on Company business at the CEO's direction during the Term, at Company's expense pursuant to Section 2.3.

1.4 Term. The term of this Agreement shall begin on the Effective Date and shall expire on September 15, 2024 (the "**Initial Term**") unless this Agreement is terminated earlier pursuant to Article 3. Following the Initial Term, this Agreement shall continue indefinitely on an at-will basis until any Party terminates it in accordance with Article 3. The Initial Term and any period thereafter during which this Agreement is in full force and effect are collectively the "**Term**."

1.5 Affiliate. The term "**Affiliate**" means (i) with respect to a corporation, limited liability company, partnership, trust, or other legal entity (the "**Subject Entity**"), any other person directly or indirectly controlling, controlled by, or under common control with the Subject Entity, where "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms "**controlling**" and "**controlled**" shall have meanings correlative to the foregoing; and (ii) with respect to any natural person, any other legal entity that directly or indirectly through one or more intermediaries is controlled by such natural person, and any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, or sibling of that natural person or his or her spouse, including adoptive relationships.

ARTICLE 2
COMPENSATION

2.1 Fee. For all services rendered under this Agreement, Company shall pay Service Provider a fee at the annual rate of $240,000.00 USD in the form of guaranteed payments to a partner within the meaning of Subchapter K of the Internal Revenue Code ("**Code**"). Service Provider's fee at the rate referenced herein or as may be increased from time to time, shall be referred to hereunder as the "**Fee**." Company shall pay the Fee to Service Provider in monthly installments of $20,000, prorated for any partial months during the Term. Company shall pay each monthly installment in arrears on or before the 5th day of the month immediately following the month in which the Fee is earned. All compensation provided to Service Provider under this Agreement, whether by way of the Fee, Incentive Pay (as defined below), severance, or otherwise, shall be reduced by such amounts as are required to be withheld by law. However, Service Provider shall be solely responsible for reporting all of its

compensation received under this Agreement to the Internal Revenue Service as a self-employed individual who is a member of a limited liability company that is taxed as a partnership under the Code. Notwithstanding the foregoing, all Fees accrued between the Effective Date and the date hereof shall be paid to Service Provider upon the execution of this Agreement to the extent they were not previously paid, which for the period from the Effective Date through July 31, 2023 is $37,500.

2.2 Incentive Pay. Pursuant to this Section 2.2, Company shall pay Service Provider additional compensation to encourage and reward Service Provider and Executive for selling Company's products and services (the "**Incentive Pay**"). Company's obligation to pay Service Provider any Incentive Pay for a particular month is conditioned upon Company's receipt of at least $4,000,000 in revenue in the month at issue. If Company does not receive at least $4,000,000 in revenue, Company shall not be obligated to pay Service Provider any Incentive Pay under this Section 2.2 for that month. Company may adjust the minimum revenue requirements described above in this Section, annually, with Executive's consent, which may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, all Incentive Pay accrued between the Effective Date and the date hereof shall be paid to Service Provider upon the execution of this Agreement to the extent it was not previously paid, and the minimum revenue requirement set forth in this Section shall not apply for the period of time from the Effective Date to the date hereof. Half of the Interim Payment that was made to Service Provider—*i.e.*, $60,000—is deemed to be Incentive Pay that was previously paid for all purposes under this Agreement.

2.2.1 Revenue Override. During the Term, Company shall pay Service Provider a percentage of all revenues that Company receives and retains, subject to Sections 2.2.2 through 2.2.6 and further subject to quarterly adjustments pursuant to this Section, up to a maximum of $225,000 per month and $2,700,000 per year pursuant to the table in this Section. Revenue on which Service Provider earns Incentive Pay under Sections 2.2.2 to 2.2.6 is excluded from this calculation. After the end of each calendar quarter during the Term, Company shall review the revenue overrides paid to Service Provider in that quarter and calculate the revenue override on a quarterly basis by (i) taking the average—*i.e.*, the arithmetic mean—of the monthly revenue in the quarter at issue, and (ii) determining the revenue override on the average monthly revenue under the table in this Section (the "**Average Revenue Override**"), and (iii) multiplying the Average Revenue Override by three (the "**Adjusted Quarterly Revenue Override**"). If the Adjusted Quarterly Revenue Override is greater than the sum of the monthly revenue overrides that were paid to Service Provider for the quarter at issue, Company shall promptly pay the difference to Service Provider. If the Adjusted Quarterly Revenue Override is less than the sum of the monthly revenue overrides that were paid to Service Provider for the quarter at issue, the difference will be credited to Company and future payments by Company to Service Provider will be offset by the difference.

Monthly Revenue Ranges		Additional Incremental Override Percentage	Revenue Override Marginal Percentage	Total Revenue Override Potential (Minimum - Maximum)	
$0.00	$3,999,999.99	0.000%	0.000%	$0	$0
$4,000,000.00	$5,000,000.00	0.000%	0.900%	$36,000	$45,000
$5,000,000.01	$6,000,000.00	0.125%	1.025%	$45,000	$55,250
$6,000,000.01	$7,000,000.00	0.250%	1.275%	$55,250	$68,000
$7,000,000.01	$8,000,000.00	0.375%	1.650%	$68,000	$84,500

$8,000,000.01	$9,000,000.00	0.500%	2.150%	$84,500	$106,000
$9,000,000.01	$10,000,000.00	0.625%	2.775%	$106,000	$133,750
$10,000,000.01	$11,000,000.00	0.750%	3.525%	$133,750	$169,000
$11,000,000.01	$12,000,000.00	0.875%	4.400%	$169,000	$213,000
$12,000,000.01	$13,000,000.00	1.000%	5.400%	$213,000	$225,000

2.2.2 Profit Share on SuperHuman Protocol and Equipment Sales. During the Term, Company shall pay Service Provider ten percent (10%) of the net profit that Company makes and retains on Executive's sales of SuperHuman Protocol, cold plunges, PEMF mats, hypermax oxygen units, and red light panels as Executive's sales are tracked in Company's books and records and as Company's net profit is attributed to sales of SuperHuman Protocol, cold plunges, PEMF mats, hypermax oxygen units, and red light panels. Net profit means gross revenues minus all expenses, including, without limitation, the Fee and all other costs, expenses, and charges (excluding any Incentive Pay). To the extent Service Provider is entitled to profit sharing in this Section, the profit sharing in this Section replaces and is not in addition to the revenue override under Section 2.2.1. Neither Service Provider nor Executive shall earn any revenue override on their sales of SuperHuman Protocol.

2.2.3 Revenue Override on Methylation Tests. During the Term, Company shall pay Service Provider ten percent (10%) of the revenue that Company receives and retains from each customer's first online purchase of a methylation test by or through Executive's sales link, which has the following URL: 10Xhealthtest.com. To the extent Service Provider is entitled to the revenue override in this Section, the revenue override in this Section replaces and is not in addition to the revenue override under Section 2.2.1.

2.2.4 Revenue Override on Supplements. During the Term, Company shall pay Service Provider ten percent (10%) of the revenue that Company receives and retains from each customer's first online purchase of dietary supplements by or through Executive's sales link, which is at 10Xhealthtest.com or a different URL that is agreed upon by the Parties. To the extent Service Provider is entitled to the revenue override in this Section, the revenue override in this Section replaces and is not in addition to the revenue override under Section 2.2.1.

2.2.5 Revenue Override on Affiliate Sales. During the Term, Company shall pay Service Provider five percent (5%) of the revenue that Company receives and retains from Company's affiliates for sales originating from Executive's hyperlinks that will be agreed upon by Company, Executive, and Company's affiliates. To the extent Service Provider is entitled to the revenue override in this Section, the revenue override in this Section replaces and is not in addition to the revenue override under Section 2.2.1.

2.2.6 Revenue Override on Lab Reviews. During the Term, Company shall pay Service Provider fifty percent (50%) of the revenue that Company receives and retains from each lab review that Executive personally delivers, up to a payment to Service Provider of $5,000 per lab review. To the extent Service Provider is entitled to the revenue override in this Section, the revenue override in this Section replaces and is not in addition to the revenue override under Section 2.2.1.

2.2.7 Conditions and Payment of Incentive Pay. For each month during the Term, Company shall pay Service Provider the Incentive Pay earned in that month within thirty (30) days of the end of the month. Notwithstanding the foregoing, Service Provider must be engaged by Company under this Agreement for Service Provider to be eligible for the Incentive Pay, and Service Provider shall not earn or receive Incentive Pay after Service Provider's engagement with Company has terminated; provided, however, Service Provider shall be entitled to any Incentive Pay earned up to the last day prior to termination of the engagement. Upon reasonable notice from Service Provider, during the Term and for a period of ninety (90) days following the termination of this Agreement, Company shall afford Service Provider access during normal business hours to the financial and similar books, records, reports, and documents of Company, and shall permit Service Provider to examine such documents and make copies thereof, in order to confirm Service Provider's Incentive Pay. Notwithstanding the foregoing, if Service Provider's Incentive Pay cannot be confirmed within the 90-day period following the termination of this Agreement because of the state or condition of Company's books, records, reports, and documents, Service Provider shall continue to have access to Company's books, records, reports, and documents until they are in a state or condition that allows the confirmation of Service Provider's Incentive Pay.

2.2.8 Clawback, Offset or Return Provisions. Any amounts payable under this Agreement are subject to any reasonable policy (whether in existence as of the Effective Date or later adopted) established by Company providing for clawback, recovery, or offset against prospective Incentive Pay under Section 2.2 of amounts that were paid to Service Provider in error or with respect to revenues that were refunded to a client. Incentive Pay from refunded revenues shall offset future Incentive Pay and shall not be clawed back by Company. Company will provide prior written notice to Service Provider and Executive at least thirty (30) days prior to clawback, recovery, or offset against prospective Incentive Pay and any such determination for clawback, recovery, or offset shall be in good faith and pursuant to applicable law or regulation.

2.3 Business Expenses. Company shall, in accordance with, and to the extent of, its written policies in effect from time to time, reimburse all ordinary and necessary business expenses reasonably incurred by Service Provider or Executive in performing its or his duties under this Agreement, provided that Service Provider and Executive account for such expenses to Company in the manner prescribed by Company. All reimbursements under this Section 2.3 shall be administered in accordance with the requirements of Section 409A (defined below).

2.4 Rest and Relaxation. Executive shall be entitled to an unspecified number of days of rest and relaxation (vacation, personal time, etc.) each calendar year. Days of rest and relaxation shall not roll over and shall not be paid out if unused.

ARTICLE 3
TERMINATION

3.1 Termination. This Agreement shall be terminated only by written notice specifying the section of the Agreement pursuant to which the Agreement is being terminated. Upon termination for any reason, Company shall pay Service Provider all amount of the Fee earned through the date of termination and any Incentive Pay that has been earned on or prior to the date of termination but has not yet been paid, and Company shall reimburse business expenses as provided under this Agreement. Notwithstanding termination of Service Provider's engagement for any reason, Company's obligations under Article 5 shall continue in effect according to its terms.

3.2 Termination by Company. Company may terminate this Agreement immediately with

or without Cause as that term is defined herein, upon notice to Service Provider.

3.2.1 Definition of Cause. "**Cause**" shall mean only: (i) Service Provider's or Executive's failure to materially perform its or his duties (other than any such failure resulting from incapacity due to physical or mental illness); (ii) Service Provider's or Executive's failure to materially comply with any reasonable, valid and legal directive of Company; (iii) Service Provider's or Executive's engagement in dishonesty, illegal conduct or misconduct resulting in material and substantial economic harm to Company; (iv) Service Provider's or Executive's embezzlement, misappropriation, or fraud, whether or not related to Service Provider's engagement with Company or Executive's appointment to the Office; (v) Service Provider's or Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent); (vi) Service Provider's or Executive's material breach of any agreement with Company resulting in material harm to Company; (vii) any material breach by Service Provider or Executive of this Agreement or any other agreement with Company; (viii) a knowing and material violation of a material requirement of a Company policy or code of conduct; (ix) Service Provider's or Executive's breach of a fiduciary duty towards Company resulting in material and substantial economic harm to Company; or (x) any partial or complete change in ownership or control of Service Provider.

Except for Sections 3.2.1(iii), (iv), and (v), termination for Cause requires Company to provide written notice ("**For Cause Notice**") to Executive describing in detail the condition(s) giving rise to potential termination for Cause within sixty (60) days of the date on which such condition first occurred or the date on which the CEO has actual knowledge of such condition, whichever is later.

Upon Executive's receipt of such For Cause Notice, Service Provider and Executive have thirty (30) days in which to cure the condition(s) as set forth in the For Cause Notice.

In the event Service Provider and Executive do not cure the condition(s) as set forth in the For Cause Notice within the 30-day cure period, Company's termination must occur within fifteen (15) days following the end of the cure period. In the event Company does not terminate within that 15-day period, Company shall be deemed to have consented to such condition(s).

If Company gives Executive two (2) For Cause Notices in any twelve-(12)-month period, Company shall not be required to give a For Cause Notice upon the occurrence of any additional Cause within the same twelve-(12)-month period, and Company may terminate this Agreement immediately for Cause upon the occurrence of any such additional Cause. In addition, no For Cause Notice shall be given upon the occurrence of a Cause under Section 3.2.1(iii), (iv), or (v), and Company may terminate this Agreement immediately for Cause with respect to Section 3.2.1(iii), (iv), or (v).

3.2.2 Payment Upon Termination for Cause. If Company terminates this Agreement for Cause, then except as set forth in Sections 2.1, 2.2, and 3.1 or as otherwise required by law, Company shall not owe Service Provider or Executive anything further under this Agreement.

3.2.3 Payment Upon Termination Without Cause. If Company terminates this Agreement without Cause during the Initial Term, then contingent upon Service Provider's and Executive's execution and delivery to Company (within the reasonable time required by Company but not less than twenty-one (21) days) of a full release of all claims substantially in the form of

Schedule 1 hereto (the "**Release**"), which Company shall deliver to Executive within five (5) days after the termination date, with no revocation by Service Provider or Executive having occurred in the event the Release contains a revocation provision, Company shall pay Service Provider a severance payment equal to twelve (12) months of Service Provider's then-current Fee and the Incentive Pay paid pursuant to Section 2.2 for the trailing twelve (12) months. Company shall pay the severance payment due pursuant to this Section 3.2.3 in twelve (12) equal monthly installments, beginning one month after the termination date. If Company terminates this Agreement without Cause, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.1, 2.2, and 3.1, and as otherwise set forth in this Section 3.2.3 with respect to payment of severance (if applicable), and additionally, Service Provider shall be entitled to any remaining Class A Units under the Conditional Unit Redemption Agreement. If Company terminates this Agreement without Cause after the Initial Term ends, Company shall not owe any severance payment under this Section 3.2.3.

3.3 Termination by Service Provider. Service Provider and Executive may terminate this Agreement with or without Good Reason, as defined below, at any time, upon notice to Company.

3.3.1 Good Reason Definition. "**Good Reason**" means the occurrence of any of the following events without Service Provider or Executive consent:

(i) Requiring Executive to be based more than 10 miles from Executive's Location;

(ii) A material reduction in Service Provider's Fee or a material change to the computation of the Incentive Pay that disadvantages Service Provider without the consent of Service Provider or Executive;

(iii) A material reduction in the duties and responsibilities assigned to Service Provider or the Executive by Company; or

(iv) The failure to nominate Executive for election to the board of directors of Company or its successor when the equity of Company or its successor becomes listed on a national stock exchange, and the failure to use its best efforts to have Executive elected and re-elected, as applicable, to the board of directors; *provided, however*, neither Company nor its successor shall have any obligation to nominate Executive for election to the board of directors if this Agreement is terminated.

Termination for Good Reason requires the Service Provider or Executive to provide written notice ("**Good Reason Notice**") to Company describing in detail the condition(s) giving rise to Good Reason within sixty (60) days of the date on which such condition first occurred.

Upon Company's receipt of such Good Reason Notice, Company has thirty (30) days in which to cure the condition(s) as set forth in the Good Reason Notice.

In the event Company does not cure the condition(s) as set forth in the Good Reason Notice within the 30-day cure period, Service Provider and Executive's termination of this Agreement must occur within fifteen (15) days following the end of the cure period. In the event Service Provider does not terminate within that 15-day period, Service Provider and Executive shall be deemed to have consented to such condition(s).

3.3.2 Payment Upon Termination For Good Reason. In the event Service

Provider or Executive terminates this Agreement for Good Reason during the Initial Term, then contingent upon Service Provider's and Executive's execution and delivery to Company (within the reasonable time required by Company but not less than twenty-one (21) days) of a full release of all claims substantially in the form of the Release, which Company shall deliver to Executive within five (5) days after the termination date, with no revocation by Service Provider or Executive having occurred in the event the Release contains a revocation provision, Company shall pay Service Provider a severance payment equal to twelve (12) months of Service Provider's then-current Fee and the Incentive Pay paid pursuant to Section 2.2 for the trailing twelve (12) months. Company shall pay the severance payment due pursuant to this Section 3.3.2 in twelve (12) equal monthly installments, beginning one month after the termination date. If Service Provider terminates this Agreement for Good Reason, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.1, 2.2, and 3.1, and as otherwise set forth in this Section 3.3.2 with respect to payment of severance (if applicable), and additionally, Service Provider shall be entitled to any remaining Class A Units under the Conditional Unit Redemption Agreement. If Service Provider or Executive terminates this Agreement for Good Reason after the Initial Term ends, Company shall not owe any severance payment under this Section 3.3.2.

3.3.3 **Payment Upon Termination Without Good Reason.** If Service Provider terminates this Agreement without Good Reason, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.1, 2.2, and 3.1 or as otherwise required by law.

3.4 Termination in the Event of Death or Disability.

3.4.1 This Agreement, Service Provider's engagement, and Executive's appointment shall terminate immediately in the event of Executive's death. In the event of termination due to death, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.2 and 3.1 and as required by law. Company shall pay amounts owed upon termination due to Executive's death in accordance with state law.

3.4.2 Company may terminate this Agreement and Service Provider's engagement in the event of Executive's Disability. "**Disability**" shall mean, as reasonably determined in Company's Manager's discretion, after consultation with a physician selected by the Manager, the inability of Executive to perform, with reasonable accommodation, if necessary, any essential function of Service Provider's services or the duties of the Office under this Agreement because of physical or mental incapacity for a period of one hundred twenty (120) consecutive days. Executive shall cooperate in any physical examination and shall produce such medical records as may assist the Manager in making a determination regarding Disability. In the event of termination due to Executive's Disability, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.2 and 3.1 and as required by law.

ARTICLE 4
PROPRIETARY INFORMATION; NON-COMPETITION

4.1 Proprietary Information.

4.1.1 For purposes of this Agreement, the term "**Proprietary Information**" includes any information acquired by Service Provider or Executive as a result of Service

Provider's engagement with Company or Executive's appointment to the Office that is not generally available in the industry. Without limiting the foregoing, Proprietary Information also includes all confidential information of and confidential matters relating to Company's and its Affiliates' business, Company and its Affiliates, or any information provided to Company by third parties in confidence. The restrictions contained herein shall not apply to Proprietary Information which: (i) is or becomes generally available to the public other than by unauthorized disclosure by Service Provider or Executive in violation of this Agreement or other obligation of confidentiality; (ii) Service Provider or Executive can prove by documentary evidence it or he already knew prior to its engagement by Company; or (iii) becomes available on a non-confidential basis from a third party not under an obligation to any person to keep such information confidential.

4.1.2 Service Provider and Executive agree to keep secret and retain in confidence all Proprietary Information and not to use such information for Service Provider's benefit, Executive's benefit, or the benefit of others, except in connection with the business of Company. Service Provider and Executive shall not disclose Proprietary Information to any person or use Proprietary Information in any way except (i) as required or otherwise appropriate in the course of their duties to Company, (ii) to assist Company on Company matters, or (iii) if required by law or legal process.

4.1.3 Service Provider and Executive understand that they shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Service Provider and Executive also understand that disclosure of trade secrets to attorneys, made under seal, or pursuant to court order is also protected in certain circumstances under 18 U.S. Code §1833, such as a retaliation lawsuit based on the reporting a suspected violation of law.

4.2 **Non-Competition.** Service Provider and Executive shall not, during the Term or the Restricted Period (as defined below), own, manage, operate, join, control, be employed by, participate in, consult, or be connected with any business, individual, partner, firm, corporation, or other entity that competes with Company or any of its Affiliates in the following products and services anywhere in the United States (the "**Competing Business**"): (i) consulting services to any person or entity that provides, offers, or develops anti-aging, hormone therapy, human rejuvenation, or cosmetic services that are the same as or similar to services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials; (ii) the manufacture or supply of anti-aging, hormone therapy, or cosmetic products; or (iii) any anti-aging, hormone therapy, vitamin supplement, or rejuvenation products or services that are the same as or similar to products and services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials.

For the purposes of this Agreement, "**Restricted Period**" means either the one-(1)-year period following the termination of this Agreement if this Agreement is terminated by Company without Cause or by Service Provider with Good Reason, or, in all other cases, the two-(2)-year period following the termination of this Agreement.

4.3 **Other Interests.** Notwithstanding anything herein to the contrary, nothing herein shall prohibit Executive from (i) owning not more than five percent (5%) of the outstanding stock of any publicly held corporation, or (ii) engaging in any activities described in Section 1.2.4 above.

4.4 Non-Solicitation of Employees. Service Provider and Executive will not, without Company's prior consent, which will not be unreasonably withheld or delayed, directly or indirectly, at any time during the period of Service Provider's engagement and for a period of two (2) years following the termination of the Term, disrupt, damage, impair, or interfere with, or attempt to disrupt, damage, impair, or interfere with Company's business by soliciting any employees to resign from their employment by Company, or disrupt, damage, impair, or interfere with, or attempt to disrupt, damage, impair, or interfere with the relationship between Company and any of its consultants, agents, independent contractors, or representatives. Service Provider and Executive acknowledge that this covenant is necessary to enable Company to maintain a stable workforce and remain in business.

4.5 Non-Solicitation of Customers and Suppliers. At any time during the period of Service Provider's engagement and during the Restricted Period, Service Provider and Executive will not solicit or induce, or attempt to solicit or induce, a Restricted Customer or Restricted Supplier (each, as defined below) to cease doing business with Company, or any of its Affiliates, or to do business with a Competing Business.

For purposes of this Section 4.5, the term "**Restricted Customer**" means a customer of Company or any of its Affiliates at any time within the 12-month period prior to termination of Service Provider's engagement with Company. The term "**Restricted Supplier**" shall mean any supplier of Company or its Affiliates at any time within the 12-month period prior to termination of Service Provider's engagement with Company.

4.6 Relief. Service Provider and Executive acknowledge that the remedy at law available to Company for breach of any of Service Provider's or Executive's obligations under this Agreement would be inadequate. Service Provider and Executive therefore agree that, in addition to any other rights or remedies that Company may have at law or in equity, temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce the provisions of Sections 4.1 through 4.5, inclusive, of this Agreement, without the necessity of proof of actual damage.

4.7 Inventions and Patents. Service Provider and Executive acknowledge that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, other works of authorship, and mask work (whether or not including any confidential information), all registrations or applications related thereto, all other proprietary information, and all similar or related information (whether or not patentable) which directly relate to Company's or its Affiliates' actual or anticipated business, research and development, or existing or future products or services which are conceived, developed, or made by Service Provider or Executive (whether alone or jointly with others) while engaged by Company (collectively, "**Work Product**"), belong to Company, and Service Provider and Executive hereby irrevocably assign, and agree to irrevocably assign, all right, title, and interest in and to such Work Product (and all intellectual property rights embodied therein) to Company. Notwithstanding anything herein to the contrary, the assignment of Work Product in this Section 4.7 does not apply to discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, and mask work, and all registrations or applications related thereto, ("**Executive's Work Product**") for which no equipment, supplies, facilities, or trade secret information of Company was used and which was developed entirely on Executive's own time, unless (i) Executive's Work Product relates (a) directly to Company's products or services for anti-aging, human rejuvenation, hormone therapy, vitamin supplementation, or cosmetic therapy, or (b) to Company's actual or demonstrably anticipated research or development, or (ii) Executive's Work Product results from any work performed by Service Provider or Executive for Company.

4.8 Purchase Agreement Covenants. Service Provider and Executive acknowledge and understand that the covenants in this Article 4 are in addition to, and do not supersede or replace, the restrictive covenants applicable to Service Provider and Executive under the Purchase Agreement. The covenants in this Agreement and the Purchase Agreement are intended to be cumulative.

ARTICLE 5
INDEMNIFICATION; INSURANCE

5.1 Statutory Indemnification. Company agrees that the rights, if any, to indemnification, advancement of expenses, and exculpation by Company in favor of Service Provider or Executive under Company's Certificate of Formation and the Operating Agreement, in each case as in effect on the Effective Date, shall not be modified by Company in a manner that is less advantageous to Service Provider or Executive when compared to such rights as of the Effective Date.

5.2 Insurance. During the Term and for four (4) years thereafter, Company shall maintain in effect the policies of directors' and officers' liability insurance with respect to claims arising out of or relating to events which occurred during the Term.

5.3 Termination or Modification. The obligations of Company under this Article 5 shall not be terminated or modified in such a manner as to adversely affect Service Provider or Executive without the consent of Service Provider and Executive.

ARTICLE 6
MISCELLANEOUS

6.1 Notices. All notices, requests, and demands given to or made pursuant hereto shall, except as otherwise specified herein, be in writing and be delivered or mailed to such Party at the address set forth below:

If to Executive:

Gary Brecka
1188 Rainbow Drive
Naples, FL 34104

With a copy to:

Berger Singerman LLP
1450 Brickell Ave, Unit 1900
Miami, FL 33131
Attention: James Gassenheimer, Esq.

If to Service Provider:

IJS Presentations, LLC
893Vanderbilt Beach Rd
Naples, FL 34108

If to Company:

10X Health Ventures LLC
108 Lakeland Ave
Dover, DE 19901
Attention: Chief Executive Officer

With a copy to:

10X Health Ventures LLC
18851 NE 29th Ave, Unit 1000
Aventura, FL 33180
Attention: Brandon Dawson

Either Party may change its address by notice to the other Party given in the manner set forth in this Section. Any notice, if mailed by properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or the date marked on the certified mail receipt, and shall be deemed received on the third business day thereafter or when it is actually received, whichever is sooner.

6.2 Governing Law and Jurisdiction; Dispute Resolution. This Agreement shall be governed by the laws of the State of Florida, without regard to any conflict-of-law principles that would cause the laws of any other jurisdiction to apply. Any disputes arising under this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Miami-Dade County, Florida ("**Selected Forum**"). The Parties hereby consent to the Selected Forum's exercise of personal jurisdiction over them in any action between the Parties arising from or relating to this Agreement.

6.3 Waiver. A Party's failure to demand strict performance of any provision of this Agreement shall not constitute a waiver of any provision, term, covenant, or condition of this Agreement or of the right to demand strict performance in the future.

6.4 Successors and Assigns. This Agreement shall be binding upon Service Provider and Executive and their respective successors, assignees, heirs, executors, administrators, or other legal representatives and may be assigned and enforced by Company and its successors and assigns. Service Provider and Executive may not assign this Agreement without express, written consent of Company.

6.5 Entire Agreement. This Agreement (together with the Purchase Agreement, the Operating Agreement, the Conditional Unit Redemption Agreement, and the other documents delivered pursuant thereto) constitutes the entire agreement of Company, Service Provider, and Executive with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or not. This Agreement may only be modified or amended in a writing signed by the Parties hereto.

6.6 Severability and Enforcement. The provisions of this Agreement are severable. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other obligations, provisions, or applications of this Agreement which can be given effect without the invalid obligations, provisions, or applications. If a court determines that any covenant in Article 4 of this Agreement is unenforceable because of the duration or scope of such provision, the court shall have the power to amend the scope or duration of such provision to the extent permitted by law, and in its amended form, the provision shall remain in full force and effect.

6.7 **Section 409A.** It is intended that the payments and benefits under this Agreement comply with, or as applicable, constitute a short-term deferral or otherwise be exempt from, the provisions of Section 409A of the Internal Revenue Code, as amended, and the regulations and other guidance issued thereunder (together, "**Section 409A**"). Company shall administer and interpret this Agreement in a manner so that such payments and benefits comply with, or are otherwise exempt from, the provisions of Section 409A, provided that Company shall not be required to assume any increased economic burden in connection therewith and Company shall not be liable to Service Provider or Executive for any tax, interest, or penalties Service Provider or Executive may owe under Section 409A or other applicable law as a result of compensation paid under this Agreement. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation or tax penalties under Section 409A, Service Provider and Executive shall not be considered to have terminated the engagement with Company for purposes of this Agreement and no payments shall be due to Service Provider or Executive under this Agreement providing for payment of amounts on termination of engagement unless Service Provider and Executive would be considered to have incurred a "separation from service" from Company within the meaning of Section 409A. To the extent required in order to avoid accelerated taxation or tax penalties under Section 409A, and to the extent Service Provider or Executive is a "specified employee" under 409A as of Service Provider's and Executive's separation from service, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement that are considered deferred compensation under Section 409A during the six-month period immediately following the termination of this Agreement shall instead be paid on the first business day after the date that is six months following the termination of this Agreement (or upon death, if earlier). In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to Service Provider or Executive pursuant to this Agreement which constitutes deferred compensation subject to Section 409A shall be construed as a separate identified payment for purposes of Section 409A.

[Remainder of page intentionally left blank.]

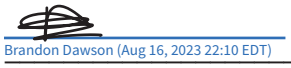
IN WITNESS WHEREOF, each of the Parties has executed this Agreement.

Executive

Gary Brecka

Date: 8/10/2023

10X Health Ventures LLC
By Cardone Ventures, LLC, its Manager



Brandon Dawson
CEO

Date: Aug 16, 2023

IJS Presentations, LLC

Gary Brecka
Sole Member

Date: 8/10/2023

Schedule 1

Form of Release of Claims

This RELEASE ("Release") is signed and executed as of _____, 20__ by IJS Presentations, LLC ("Service Provider") and Gary Brecka ("Executive") for the benefit of 10X Health Ventures LLC ("Company").

In consideration of Company making certain post-engagement payments to Service Provider under Section 3.2.3 or 3.3.2 (the "Severance Payments") of the Second Amended and Restated Executive Services Agreement between Service Provider, Executive, and Company (the "Services Agreement"), Service Provider and Executive hereby agree as follows:

Release in Full of All Claims. In exchange for the consideration set forth herein, Service Provider and Executive, for each of them and each of their agents, attorneys, heirs, administrators, executors, assigns, and other representatives, and for anyone acting or claiming on its or his or their joint or several behalf, hereby release, waive, and forever discharge Company, its affiliates, and its and their officers, directors, successors, assigns, and other representatives and anyone acting on their joint or several behalf (the "Releasees"), from any and all known and unknown claims, causes of action, demands, damages, costs, expenses, liabilities, or other losses arising from Service Provider's engagement with Company, Executive's appointment to an office of the Company, or the termination thereof. By way of example only and without limiting the immediately preceding sentence, Service Provider and Executive agree that they are releasing, waiving, and discharging any and all claims against Company and the Releasees under (a) any federal, state, or local employment law or statute, including, but not limited to, Title VII of the Civil Rights Act(s) of 1964 and 1991, the Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), Older Worker Benefit Protection Act (OWBPA), Family and Medical Leave Act (FMLA), Worker Adjustment and Retraining Notification Act (WARN), Uniformed Services Employment and Reemployment Rights Act (USERRA), and applicable state employment law(s), and (b) any federal, state, or municipal law, statute, ordinance, or common law doctrine; provided, however, that Executive specifically does not release any claims to challenge the validity of this Release under the ADEA or any claims that Executive cannot waive by operation of law. Notwithstanding the foregoing, for the avoidance of doubt, Company acknowledges and agrees that this Release in no way alters Executive's rights, if any: (i) to any benefits to which he is entitled under any health or welfare benefit plan of Company in which he participated; (ii) any rights arising under Article V of the Services Agreement or any rights to insurance coverage for or indemnification against, third-party claims arising from Executive's service as an officer or director of Company; (iii) any rights under the Asset Purchase Agreement relating to the acquisition of the assets of Streamline Medical Group Naples LLC and Streamline Wellness, LLC; or (iv) any right to enforce payment of the severance under the Services Agreement. Service Provider and Executive understand that nothing in this Release limits their ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission ("Government Agencies"). Service Provider and Executive further understand this Release does not limit their ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Company. While this Release does not limit Executive's right to receive an award for information provided to a Government Agency, Service Provider and Executive understand and agree that, to the maximum extent permitted by law, they are otherwise waiving any and all rights they may have to individual relief based on any claims that they have released and any rights they have waived by signing

this Release.

Mutual Non-Disparagement. Service Provider and Executive agree that, except as permitted herein, they shall not talk about or otherwise communicate to any third parties in a malicious, disparaging, or defamatory manner regarding Company or its members, officers and directors. Company agrees that, except as permitted herein, Company or its members, officers and directors shall not talk about or otherwise communicate to any third parties in a malicious, disparaging, or defamatory manner regarding Service Provider or Executive.

ADEA/OWBPA Waiver & Acknowledgement. Insofar as this Release pertains to the release of Executive's claims, if any, under the Age Discrimination in Employment Act, Executive, pursuant to and in compliance with the rights afforded him under the Older Worker Benefit Protection Act: (a) is hereby advised to consult with an attorney before executing this Release; (b) is hereby afforded twenty-one (21) days to consider this Release; (c) may rescind this Release any time within the seven (7) day period following his execution of the Release; (d) is hereby advised that this Release shall not become effective or enforceable until the seven (7) day revocation period has expired; and (e) is hereby advised that he is not waiving claims that may arise after the date on which he executes the Release. If this Release is revoked within the revocation period, Company shall have no obligation to make the Severance Payments. If this Release is not revoked within the revocation period, this Release will be effective and enforceable on the date immediately following the last day of the seven (7) day revocation period. The offer to execute this Release in exchange for the Severance Payments shall remain open for twenty-one (21) days, after which time it shall be automatically withdrawn.

Voluntary Execution. Service Provider and Executive acknowledge that they are executing this Release voluntarily and of their own free will and that they fully understand and intend to be bound by the terms of this Release.

IN WITNESS WHEREOF, Service Provider and Executive hereby certify that they have read this Release in its entirety and voluntarily executed it in the presence of a competent witness, as of the date set forth under their signatures.

EXECUTIVE	**SERVICE PROVIDER**
_____	_____
Print Name:	Print Name: _____ Title: _____
_____	_____
Date	Date
_____	
Witness	
_____	
Date	

20230816 G Brecka Second Amended and Restated Executive Services Agreement

Final Audit Report 2023-08-17

Created:	2023-08-17
By:	Jeffrey Peterson (jeff.peterson@pnwblaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmP9cdBlcMPq2JvJUdytqNlc6R9OdvF0P

"20230816 G Brecka Second Amended and Restated Executive Services Agreement" History

Document created by Jeffrey Peterson (jeff.peterson@pnwblaw.com)
2023-08-17 - 2:08:22 AM GMT

Document emailed to brandon@cardoneventures.com for signature
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Email viewed by brandon@cardoneventures.com
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Signer brandon@cardoneventures.com entered name at signing as Brandon Dawson
2023-08-17 - 2:10:30 AM GMT

Document e-signed by Brandon Dawson (brandon@cardoneventures.com)
Signature Date: 2023-08-17 - 2:10:32 AM GMT - Time Source: server

Agreement completed.
2023-08-17 - 2:10:32 AM GMT

Exhibit 2

Via Certified Mail and Email

November 5, 2024

Gary Brecka
1188 Rainbow Drive
Naples, FL 34104

IJS Presentations, LLC
893 Vanderbilt Beach Road
Naples, FL 34108

Gary Brecka
The Grove at the Grand Bay
2669 South Bayshore Drive LPH-N
Miami, FL 33133

RE: Termination Notice

Dear Gary:

This letter serves as notice of termination of the Second Amended and Restated Executive Services Agreement (the "Agreement") between 10X Health Ventures, LLC (the "Company"), Gary Brecka ("Executive"), and your service provider entity, IJS Presentations, LLC ("IJS Presentations"). This letter collectively refers to Executive and IJS Presentations as "you."

There has been a substantial loss of trust between the parties, including the repeated concerns that the Company has conveyed to you about your self-dealing, competitive activity, misappropriation of intellectual property and Company assets, dishonesty, and other misconduct. Under the Agreement, you were required to devote substantially all of your time to the Company and to fulfilling the duties assigned to you, but you consistently have violated this commitment. We have repeatedly tried to work with you in good faith to address these concerns but they persist despite our best efforts to address them. Under the circumstances, we believe each instance alone and collectively is more than sufficient to constitute Cause as defined in the Agreement, and the Agreement is terminated on that basis. However, in any event, Section 3.2.3 of the Agreement provides that after the Initial Term of the Agreement expired (which occurred on September 15, 2024), even if the Company were to terminate the Agreement without Cause, no severance would be due. Therefore, to the extent a factfinder were to conclude there is no Cause, your engagement is hereby terminated without Cause.

Under the circumstances, be advised that your services have been terminated. You are expected to comply with all post-Term obligations under the Agreement. The Company reserves all rights, including with respect to clawbacks under Section 2.2.8 of the Agreement.

Our investigation of the underlying misconduct continues, and you are now on notice of potential litigation. You are required to take all necessary steps to preserve, and not destroy, conceal, or alter, any and all communications and documents relevant to this matter, including by way of example, and without limitation, third-party agreements, financial data, emails, text messages, social media posts and reviews, voicemails, records, files, web browser activity, cookies, cloud storage accounts, and other data, wherever located and regardless of the format or media. Be forewarned that purposeful destruction of this evidence may result in penalties, including legal sanctions.

Very truly yours,

10X Health Ventures, LLC

By: _____
Brandon Dawson, CEO

cc: James Gassenheimer, Esq.
Berger Singerman LLP
1450 Brickell Avenue, Unit 1900
Miami, FL 33131

Exhibit 3

FIRST AMENDED AND RESTATED EXECUTIVE SERVICES AGREEMENT

PARTIES: 10X Health Ventures LLC, a Delaware limited liability company ("**Company**")

And Turning Point Holdings, LLC, a Florida limited liability company ("**Service Provider**") and Cicely Sage Workinger ("**Executive**")

RECITALS

WHEREAS that certain Asset Purchase Agreement by and among Company; Streamline Medical Group Naples LLC; Streamline Wellness, LLC; Executive; and Gary Brecka ("**Brecka**") was executed on September 16, 2021 (the "**Purchase Agreement**");

WHEREAS the Purchase Agreement contemplates that Executive shall enter into a services agreement with Company;

WHEREAS Executive is the sole member of Service Provider and has sole and absolute control over Service Provider;

WHEREAS Service Provider has been issued 7,000 Class A Units of membership interest in Company;

WHEREAS Company and Executive entered into that certain Executive Services Agreement on September 16, 2021 (the "**Executive Services Agreement**"), and Company, Service Provider, and Executive desire to amend and restate the Executive Services Agreement; and

WHEREAS Company, Service Provider, and Executive (each individually referred to herein as a "**Party**" and together as the "**Parties**") hereby enter into this Agreement with an effective date of March 1, 2023 (the "**Effective Date**");

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and mutual covenants set forth herein, and intending to be bound hereby, the Parties agree as follows:

ARTICLE 1
ENGAGEMENT; DUTIES; TERM

1.1 Engagement. Company engages Service Provider to provide the services set forth herein and appoints Executive to the office of Vice President – Director of Operations (the "**Office**"). Service Provider accepts the engagement, and Executive accepts the appointment. Service Provider and Executive shall report directly to the Chief Executive Officer of Company ("**CEO**").

1.2 Services; Duties. Service Provider and Executive shall devote substantially all of their time to Company and to fulfilling the duties assigned to them hereunder which shall include the duties listed in Exhibit A, which is attached hereto and incorporated herein by reference, and such duties for Company that are consistent with Executive's title, experience, and education as may from time to time be assigned to them by the CEO. In addition, the CEO may assign Service Provider and Executive to provide services to one or more of Company's Affiliates upon reasonable terms and conditions that are

acceptable to Service Provider and Executive.

1.2.1 Service Provider and Executive agree to materially abide by Company's policies, practices, procedures, and rules of which they are notified, to the extent the policies, practices, procedures, and rules are not inconsistent with this Agreement, in which case the provisions of this Agreement prevail.

1.2.2 During the Term (as defined below), Service Provider and Executive shall devote substantially all of their business time and attention to the performance of the duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the CEO. For the avoidance of doubt, neither Service Provider nor Executive shall have any arrangements or agreements to receive compensation for its or her services, sponsorships, or promotions with or from any other person or business, except as expressly permitted herein. Notwithstanding anything to the contrary herein, Executive, and only Executive, may, as long as there is no conflict or interference with the performance of Service Provider's or Executive's duties under this Section 1.2: (i) author and have published any book(s) on topics at the discretion of Executive and retain all advances, compensation or royalties derived therefrom provided that any book(s) covering any topics related to Company business shall include forewords by Grant Cardone and/or Brandon Dawson and said book(s) shall reference and promote Company's name and direct readers to all applicable Company websites and social media accounts; (ii) accept and give speeches on any topics provided that (a) 100% of the speaking fee and any other compensation arising therefrom shall be paid to Company, (b) all expenses incurred by Executive shall be reimbursed to Executive from the fees and other compensation received by Company, (c) 50% of the profit from the speeches that Executive sources and books without any marketing, advertising, or promotion by Company, Cardone Ventures, LLC, Brandon Dawson, or Grant Cardone shall be paid to Service Provider and Company shall retain the other 50% (Company shall retain 100% of all speaking fees and other compensation arising from speeches by Executive that Company books for Executive or that directly result from Company's, Cardone Ventures, LLC's, Brandon Dawson's, or Grant Cardone's marketing, advertising, or promotion of Executive as a speaker), and (d) Executive where appropriate shall reference and promote Company, its websites, and social media accounts; and (iii) engage in any podcasts or shows and retain all compensation (less any expenses paid by Company) derived from podcasts or shows that Executive sources and books without any marketing, advertising, or promotion by Company, Cardone Ventures, LLC, Brandon Dawson, or Grant Cardone (Company shall retain 100% of all compensation derived from Executive's appearances on or contributions to any podcasts or shows that Company books for Executive or that directly result from Company's, Cardone Ventures, LLC's, Brandon Dawson's, or Grant Cardone's marketing, advertising, or promotion of Executive as talent or as an expert, and Executive where appropriate shall reference and promote Company, its websites, and social media accounts.

1.2.3 During the Term, Service Provider and Executive shall be responsible for the transfer of know-how, memorialization, instruction, and training of Company officers and employees and shall cooperate in creating systems of know-how with Company officers and employees.

1.2.4 Nothing in this Agreement shall prohibit Executive, and only Executive, from pursuing and participating in charitable or community activities, passive investments, or business activities wholly unrelated to the anti-aging and hormone optimization field so long as

such activities are not competitive with Company or do not materially detract Executive from performing her duties as described above.

1.3 Work Location. Service Provider and Executive's primary work location ("**Executive's Location**") shall be as agreed upon in writing between Service Provider, Executive, and the Company. Executive shall be required to travel on Company business at the CEO's direction during the Term, at Company's expense pursuant to Section 2.3.

1.4 Term. The term of this Agreement shall begin on the Effective Date and shall expire on September 15, 2024 (the "**Initial Term**") unless this Agreement is terminated earlier pursuant to Article 3. Following the Initial Term, this Agreement shall continue indefinitely on an at-will basis until any Party terminates it in accordance with Article 3. The Initial Term and any period thereafter during which this Agreement is in full force and effect are collectively the "**Term**."

1.5 Affiliate. The term "**Affiliate**" means (i) with respect to a corporation, limited liability company, partnership, trust, or other legal entity (the "**Subject Entity**"), any other person directly or indirectly controlling, controlled by, or under common control with the Subject Entity, where "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms "**controlling**" and "**controlled**" shall have meanings correlative to the foregoing; and (ii) with respect to any natural person, any other legal entity that directly or indirectly through one or more intermediaries is controlled by such natural person, and any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, or sibling of that natural person or his or her spouse, including adoptive relationships.

ARTICLE 2
COMPENSATION

2.1 Fee. For all services rendered under this Agreement, Company shall pay Service Provider a fee at the annual rate of $125,000.00 USD in the form of guaranteed payments to a partner within the meaning of Subchapter K of the Internal Revenue Code ("**Code**"). Service Provider's fee at the rate referenced herein or as may be increased from time to time, shall be referred to hereunder as the "**Fee**." Company shall pay the Fee to Service Provider in monthly installments of $10,416.67, prorated for any partial months during the Term. Company shall pay each monthly installment in arrears on or before the 5th day of the month immediately following the month in which the Fee is earned. All compensation provided to Service Provider under this Agreement, whether by way of the Fee, Incentive Pay (as defined below), bonuses, severance, or otherwise, shall be reduced by such amounts as are required to be withheld by law. However, Service Provider shall be solely responsible for reporting all of its compensation received under this Agreement to the Internal Revenue Service as a self-employed individual who is a member of a limited liability company that is taxed as a partnership under the Code.

2.2 Incentive Pay. Pursuant to this Section 2.2, Company shall pay Service Provider additional compensation to encourage and reward Service Provider and Executive for selling Company's products and services (the "**Incentive Pay**"). Company's obligation to pay Service Provider any Incentive Pay for a particular month is conditioned upon Company's receipt of at least $4,000,000 in revenue in the month at issue. If Company does not receive at least $4,000,000 in revenue, Company shall not be obligated to pay Service Provider any Incentive Pay under this Section 2.2 for that month. Company may adjust the minimum revenue requirements described above in this Section, annually, with Executive's consent, which may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, all Incentive Pay accrued between the Effective Date and the date hereof

shall be paid to Service Provider upon the execution of this Agreement to the extent it was not previously paid, and the minimum revenue requirement set forth in this Section shall not apply for the period of time from the Effective Date to the date hereof.

2.2.1 Revenue Override. During the Term, Company shall pay Service Provider a percentage of all revenues that Company receives and retains, subject to quarterly adjustments pursuant to this Section, up to a maximum of $25,000 per month and $300,000 per year pursuant to the table in this Section. After the end of each calendar quarter during the Term, Company shall review the revenue overrides paid to Service Provider in that quarter and calculate the revenue override on a quarterly basis by (i) taking the average—*i.e.*, the arithmetic mean—of the monthly revenue in the quarter at issue, and (ii) determining the revenue override on the average monthly revenue under the table in this Section (the "**Average Revenue Override**"), and (iii) multiplying the Average Revenue Override by three (the "**Adjusted Quarterly Revenue Override**"). If the Adjusted Quarterly Revenue Override is greater than the sum of the monthly revenue overrides that were paid to Service Provider for the quarter at issue, Company shall promptly pay the difference to Service Provider. If the Adjusted Quarterly Revenue Override is less than the sum of the monthly revenue overrides that were paid to Service Provider for the quarter at issue, the difference will be credited to Company and future payments by Company to Service Provider will be offset by the difference.

Monthly Revenue (Minimum - Maximum)		Incremental Override Addition	Revenue Override Marginal Percentage	Total Override Revenue Potential (Minimum - Maximum)	
$0.00	$3,999,999.99	0.000%	0.000%	$0.00	$0.00
$4,000,000.00	$5,000,000.00	0.000%	0.100%	$4,000	$5,000
$5,000,000.01	$6,000,000.00	0.015%	0.115%	$5,000	$6,150
$6,000,000.01	$7,000,000.00	0.030%	0.145%	$6,150	$7,600
$7,000,000.01	$8,000,000.00	0.045%	0.190%	$7,600	$9,500
$8,000,000.01	$9,000,000.00	0.050%	0.240%	$9,500	$11,900
$9,000,000.01	$10,000,000.00	0.070%	0.310%	$11,900	$15,000
$10,000,000.01	$11,000,000.00	0.080%	0.390%	$15,000	$18,900
$11,000,000.01	$12,000,000.00	0.110%	0.500%	$18,900	$23,900
$12,000,000.01	$13,000,000.00	0.140%	0.640%	$23,900	$25,000

2.2.2 Conditions and Payment of Incentive Pay. For each month during the Term, Company shall pay Service Provider the Incentive Pay earned in that month within thirty (30) days of the end of the month. Notwithstanding the foregoing, Service Provider must be engaged by Company under this Agreement for Service Provider to be eligible for the Incentive Pay, and Service Provider shall not earn or receive Incentive Pay after Service Provider's engagement with Company has terminated; provided, however, Service Provider shall be entitled to any Incentive Pay earned up to the last day prior to termination of the engagement. Upon reasonable notice from Service Provider, during the Term and for a period of ninety (90) days following the termination of this Agreement, Company shall afford Service Provider access during normal business hours to the financial and similar books, records, reports, and documents of Company, and shall permit Service Provider to examine such documents and make copies thereof,

in order to confirm Service Provider's Incentive Pay. Notwithstanding the foregoing, if Service Provider's Incentive Pay cannot be confirmed within the 90-day period following the termination of this Agreement because of the state or condition of Company's books, records, reports, and documents, Service Provider shall continue to have access to Company's books, records, reports, and documents until they are in a state or condition that allows the confirmation of Service Provider's Incentive Pay.

2.3 Bonuses. Service Provider shall be eligible for annual discretionary bonuses based on Executive's performance of the duties and responsibilities listed in Exhibit A. Each annual bonus will be up to fifty percent (50%) of the Fee to the extent Company determines that Executive met the performance objectives in Exhibit A.

2.4 Clawback, Offset or Return Provisions. Any amounts payable under this Agreement are subject to any reasonable policy (whether in existence as of the Effective Date or later adopted) established by Company providing for clawback, recovery, or offset against prospective Incentive Pay under Section 2.2 or bonus payments under Section 2.3 of amounts that were paid to Service Provider in error or with respect to revenues that were refunded to a client. Incentive Pay from refunded revenues shall offset future Incentive Pay and shall not be clawed back by Company. Company will provide prior written notice to Service Provider and Executive at least thirty (30) days prior to clawback, recovery, or offset against prospective Incentive Pay and any such determination for clawback, recovery, or offset shall be in good faith and pursuant to applicable law or regulation.

2.5 Business Expenses. Company shall, in accordance with, and to the extent of, its written policies in effect from time to time, reimburse all ordinary and necessary business expenses reasonably incurred by Service Provider or Executive in performing its or her duties under this Agreement, provided that Service Provider and Executive account for such expenses to Company in the manner prescribed by Company. All reimbursements under this Section 2.5 shall be administered in accordance with the requirements of Section 409A (defined below).

2.6 Rest and Relaxation. Executive shall be entitled to an unspecified number of days of rest and relaxation (vacation, personal time, etc.) each calendar year. Days of rest and relaxation shall not roll over and shall not be paid out if unused.

ARTICLE 3
TERMINATION

3.1 Termination. This Agreement shall be terminated only by written notice specifying the section of the Agreement pursuant to which the Agreement is being terminated. Upon termination for any reason, Company shall pay Service Provider all amount of the Fee earned through the date of termination and any bonus or Incentive Pay that has been earned on or prior to the date of termination but has not yet been paid, and Company shall reimburse business expenses as provided under this Agreement. Notwithstanding termination of Service Provider's engagement for any reason, Company's obligations under Article 5 shall continue in effect according to its terms.

3.2 Termination by Company. Company may terminate this Agreement immediately with or without Cause as that term is defined herein, upon notice to Service Provider.

3.2.1 Definition of Cause. "**Cause**" shall mean only: (i) Service Provider's or Executive's failure to materially perform its or her duties (other than any such failure resulting from incapacity due to physical or mental illness); (ii) Service Provider's or Executive's failure to

materially comply with any reasonable, valid and legal directive of Company; (iii) Service Provider's or Executive's engagement in dishonesty, illegal conduct or misconduct resulting in material and substantial economic harm to Company; (iv) Service Provider's or Executive's embezzlement, misappropriation, or fraud, whether or not related to Service Provider's engagement with Company or Executive's appointment to the Office; (v) Service Provider's or Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent); (vi) Service Provider's or Executive's material breach of any agreement with Company resulting in material harm to Company; (vii) any material breach by Service Provider or Executive of this Agreement or any other agreement with Company; (viii) a knowing and material violation of a material requirement of a Company policy or code of conduct; (ix) Service Provider's or Executive's breach of a fiduciary duty towards Company resulting in material and substantial economic harm to Company; or (x) any partial or complete change in ownership or control of Service Provider.

Except for Sections 3.2.1(iii), (iv), and (v), termination for Cause requires Company to provide written notice ("**For Cause Notice**") to Executive describing in detail the condition(s) giving rise to potential termination for Cause within sixty (60) days of the date on which such condition first occurred or the date on which the CEO has actual knowledge of such condition, whichever is later.

Upon Executive's receipt of such For Cause Notice, Service Provider and Executive have thirty (30) days in which to cure the condition(s) as set forth in the For Cause Notice.

In the event Service Provider and Executive do not cure the condition(s) as set forth in the For Cause Notice within the 30-day cure period, Company's termination must occur within fifteen (15) days following the end of the cure period. In the event Company does not terminate within that 15-day period, Company shall be deemed to have consented to such condition(s).

If Company gives Executive two (2) For Cause Notices in any twelve-(12)-month period, Company shall not be required to give a For Cause Notice upon the occurrence of any additional Cause within the same twelve-(12)-month period, and Company may terminate this Agreement immediately for Cause upon the occurrence of any such additional Cause. In addition, no For Cause Notice shall be given upon the occurrence of a Cause under Section 3.2.1(iii), (iv), or (v), and Company may terminate this Agreement immediately for Cause with respect to Section 3.2.1(iii), (iv), or (v).

3.2.2 Payment Upon Termination for Cause. If Company terminates this Agreement for Cause, then except as set forth in Sections 2.1, 2.2, and 3.1 or as otherwise required by law, Company shall not owe Service Provider or Executive anything further under this Agreement.

3.2.3 Payment Upon Termination Without Cause. If Company terminates this Agreement without Cause during the Initial Term, then contingent upon Service Provider's and Executive's execution and delivery to Company (within the reasonable time required by Company but not less than twenty-one (21) days) of a full release of all claims substantially in the form of Schedule 1 hereto (the "**Release**"), which Company shall deliver to Executive within five (5) days after the termination date, with no revocation by Service Provider or Executive having occurred in the event the Release contains a revocation provision, Company shall pay Service Provider a severance payment equal to twelve (12) months of Service Provider's then-current Fee and the Incentive Pay and bonus paid pursuant to Sections 2.2 and 2.3 for the trailing twelve (12) months.

Company shall pay the severance payment due pursuant to this Section 3.2.3 in twelve (12) equal monthly installments, beginning one month after the termination date. If Company terminates this Agreement without Cause, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.1, 2.2, 2.3, and 3.1, and as otherwise set forth in this Section 3.2.3 with respect to payment of severance (if applicable). If Company terminates this Agreement without Cause after the Initial Term ends, Company shall not owe any severance payment under this Section 3.2.3.

3.3 Termination by Service Provider. Service Provider and Executive may terminate this Agreement with or without Good Reason, as defined below, at any time, upon notice to Company.

3.3.1 Good Reason Definition. "**Good Reason**" means the occurrence of any of the following events without Service Provider or Executive consent:

(i) Requiring Executive to be based more than 10 miles from Executive's Location;

(ii) A material reduction in Service Provider's Fee or a material change to the computation of the Incentive Pay or bonus that disadvantages Service Provider without the consent of Service Provider or Executive; or

(iii) A material reduction in the duties and responsibilities assigned to Service Provider or the Executive by Company.

Termination for Good Reason requires the Service Provider or Executive to provide written notice ("**Good Reason Notice**") to Company describing in detail the condition(s) giving rise to Good Reason within sixty (60) days of the date on which such condition first occurred.

Upon Company's receipt of such Good Reason Notice, Company has thirty (30) days in which to cure the condition(s) as set forth in the Good Reason Notice.

In the event Company does not cure the condition(s) as set forth in the Good Reason Notice within the 30-day cure period, Service Provider and Executive's termination of this Agreement must occur within fifteen (15) days following the end of the cure period. In the event Service Provider does not terminate within that 15-day period, Service Provider and Executive shall be deemed to have consented to such condition(s).

3.3.2 Payment Upon Termination For Good Reason. In the event Service Provider or Executive terminates this Agreement for Good Reason during the Initial Term, then contingent upon Service Provider's and Executive's execution and delivery to Company (within the reasonable time required by Company but not less than twenty-one (21) days) of a full release of all claims substantially in the form of the Release, which Company shall deliver to Executive within five (5) days after the termination date, with no revocation by Service Provider or Executive having occurred in the event the Release contains a revocation provision, Company shall pay Service Provider a severance payment equal to twelve (12) months of Service Provider's then-current Fee and the Incentive Pay and bonus paid pursuant to Sections 2.2 and 2.3 for the trailing twelve (12) months. Company shall pay the severance payment due pursuant to this Section 3.3.2 in twelve (12) equal monthly installments, beginning one month after the termination date. If Service Provider terminates this Agreement for Good Reason, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.1, 2.2, 2.3, and 3.1, and as otherwise set forth in this Section 3.3.2 with respect to payment of severance (if

applicable). If Service Provider or Executive terminates this Agreement for Good Reason after the Initial Term ends, Company shall not owe any severance payment under this Section 3.3.2.

3.3.3 **Payment Upon Termination Without Good Reason.** If Service Provider terminates this Agreement without Good Reason, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.1, 2.2, 2.3, and 3.1 or as otherwise required by law.

3.4 Termination in the Event of Death or Disability.

3.4.1 This Agreement, Service Provider's engagement, and Executive's appointment shall terminate immediately in the event of Executive's death. In the event of termination due to death, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.2, 2.3, and 3.1 and as required by law. Company shall pay amounts owed upon termination due to Executive's death in accordance with state law.

3.4.2 Company may terminate this Agreement and Service Provider's engagement in the event of Executive's Disability. "**Disability**" shall mean, as reasonably determined in Company's Manager's discretion, after consultation with a physician selected by the Manager, the inability of Executive to perform, with reasonable accommodation, if necessary, any essential function of Service Provider's services or the duties of the Office under this Agreement because of physical or mental incapacity for a period of one hundred twenty (120) consecutive days. Executive shall cooperate in any physical examination and shall produce such medical records as may assist the Manager in making a determination regarding Disability. In the event of termination due to Executive's Disability, Company shall be released from any and all further obligations under this Agreement, except as set forth in Sections 2.2, 2.3, and 3.1 and as required by law.

ARTICLE 4

PROPRIETARY INFORMATION; NON-COMPETITION

4.1 Proprietary Information.

4.1.1 For purposes of this Agreement, the term "**Proprietary Information**" includes any information acquired by Service Provider or Executive as a result of Service Provider's engagement with Company or Executive's appointment to the Office that is not generally available in the industry. Without limiting the foregoing, Proprietary Information also includes all confidential information of and confidential matters relating to Company's and its Affiliates' business, Company and its Affiliates, or any information provided to Company by third parties in confidence. The restrictions contained herein shall not apply to Proprietary Information which: (i) is or becomes generally available to the public other than by unauthorized disclosure by Service Provider or Executive in violation of this Agreement or other obligation of confidentiality; (ii) Service Provider or Executive can prove by documentary evidence it or she already knew prior to its engagement by Company; or (iii) becomes available on a non-confidential basis from a third party not under an obligation to any person to keep such information confidential.

4.1.2 Service Provider and Executive agree to keep secret and retain in confidence all Proprietary Information and not to use such information for Service Provider's benefit, Executive's benefit, or the benefit of others, except in connection with the business of

Company. Service Provider and Executive shall not disclose Proprietary Information to any person or use Proprietary Information in any way except (i) as required or otherwise appropriate in the course of their duties to Company, (ii) to assist Company on Company matters, or (iii) if required by law or legal process.

4.1.3 Service Provider and Executive understand that they shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Service Provider and Executive also understand that disclosure of trade secrets to attorneys, made under seal, or pursuant to court order is also protected in certain circumstances under 18 U.S. Code §1833, such as a retaliation lawsuit based on the reporting a suspected violation of law.

4.2 **Non-Competition.** Service Provider and Executive shall not, during the Term or the Restricted Period (as defined below), own, manage, operate, join, control, be employed by, participate in, consult, or be connected with any business, individual, partner, firm, corporation, or other entity that competes with Company or any of its Affiliates in the following products and services anywhere in the United States (the "**Competing Business**"): (i) consulting services to any person or entity that provides, offers, or develops anti-aging, hormone therapy, human rejuvenation, or cosmetic services that are the same as or similar to services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials; (ii) the manufacture or supply of anti-aging, hormone therapy, or cosmetic products; or (iii) any anti-aging, hormone therapy, vitamin supplement, or rejuvenation products or services that are the same as or similar to products and services offered by Company or in development by Company during the Term as reflected in Company's contemporaneous documents and materials.

For the purposes of this Agreement, "**Restricted Period**" means either the one-(1)-year period following the termination of this Agreement if this Agreement is terminated by Company without Cause or by Service Provider with Good Reason, or, in all other cases, the two-(2)-year period following the termination of this Agreement.

4.3 **Other Interests.** Notwithstanding anything herein to the contrary, nothing herein shall prohibit Executive from (i) owning not more than five percent (5%) of the outstanding stock of any publicly held corporation, or (ii) engaging in any activities described in Section 1.2.4 above.

4.4 **Non-Solicitation of Employees.** Service Provider and Executive will not, without Company's prior consent, which will not be unreasonably withheld or delayed, directly or indirectly, at any time during the period of Service Provider's engagement and for a period of two (2) years following the termination of the Term, disrupt, damage, impair, or interfere with, or attempt to disrupt, damage, impair, or interfere with Company's business by soliciting any employees to resign from their employment by Company, or disrupt, damage, impair, or interfere with, or attempt to disrupt, damage, impair, or interfere with the relationship between Company and any of its consultants, agents, independent contractors, or representatives. Service Provider and Executive acknowledge that this covenant is necessary to enable Company to maintain a stable workforce and remain in business.

4.5 **Non-Solicitation of Customers and Suppliers.** At any time during the period of Service Provider's engagement and during the Restricted Period, Service Provider and Executive will not solicit or induce, or attempt to solicit or induce, a Restricted Customer or Restricted Supplier (each,

as defined below) to cease doing business with Company, or any of its Affiliates, or to do business with a Competing Business.

For purposes of this Section 4.5, the term "**Restricted Customer**" means a customer of Company or any of its Affiliates at any time within the 12-month period prior to termination of Service Provider's engagement with Company. The term "**Restricted Supplier**" shall mean any supplier of Company or its Affiliates at any time within the 12-month period prior to termination of Service Provider's engagement with Company.

4.6 Relief. Service Provider and Executive acknowledge that the remedy at law available to Company for breach of any of Service Provider's or Executive's obligations under this Agreement would be inadequate. Service Provider and Executive therefore agree that, in addition to any other rights or remedies that Company may have at law or in equity, temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce the provisions of Sections 4.1 through 4.5, inclusive, of this Agreement, without the necessity of proof of actual damage.

4.7 Inventions and Patents. Service Provider and Executive acknowledge that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, other works of authorship, and mask work (whether or not including any confidential information), all registrations or applications related thereto, all other proprietary information, and all similar or related information (whether or not patentable) which directly relate to Company's or its Affiliates' actual or anticipated business, research and development, or existing or future products or services which are conceived, developed, or made by Service Provider or Executive (whether alone or jointly with others) while engaged by Company (collectively, "**Work Product**"), belong to Company, and Service Provider and Executive hereby irrevocably assign, and agree to irrevocably assign, all right, title, and interest in and to such Work Product (and all intellectual property rights embodied therein) to Company. Notwithstanding anything herein to the contrary, the assignment of Work Product in this Section 4.7 does not apply to discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work, and mask work, and all registrations or applications related thereto, ("**Executive's Work Product**") for which no equipment, supplies, facilities, or trade secret information of Company was used and which was developed entirely on Executive's own time, unless (i) Executive's Work Product relates (a) directly to Company's products or services for anti-aging, human rejuvenation, hormone therapy, vitamin supplementation, or cosmetic therapy, or (b) to Company's actual or demonstrably anticipated research or development, or (ii) Executive's Work Product results from any work performed by Service Provider or Executive for Company.

4.8 Purchase Agreement Covenants. Service Provider and Executive acknowledge and understand that the covenants in this Article 4 are in addition to, and do not supersede or replace, the restrictive covenants applicable to Service Provider and Executive under the Purchase Agreement. The covenants in this Agreement and the Purchase Agreement are intended to be cumulative.

ARTICLE 5
INDEMNIFICATION; INSURANCE

5.1 Statutory Indemnification. Company agrees that the rights, if any, to indemnification, advancement of expenses, and exculpation by Company in favor of Service Provider or Executive under Company's Certificate of Formation and the Operating Agreement, in each case as in effect on the Effective Date, shall not be modified by Company in a manner that is less advantageous to Service

Provider or Executive when compared to such rights as of the Effective Date.

5.2 Insurance. During the Term and for four (4) years thereafter, Company shall maintain in effect the policies of directors' and officers' liability insurance with respect to claims arising out of or relating to events which occurred during the Term.

5.3 Termination or Modification. The obligations of Company under this Article 5 shall not be terminated or modified in such a manner as to adversely affect Service Provider or Executive without the consent of Service Provider and Executive.

ARTICLE 6
MISCELLANEOUS

6.1 Notices. All notices, requests, and demands given to or made pursuant hereto shall, except as otherwise specified herein, be in writing and be delivered or mailed to such Party at the address set forth below:

If to Executive:

Sage Workinger
1188 Rainbow Drive
Naples, FL 34104

With a copy to:

Berger Singerman LLP
1450 Brickell Ave, Unit 1900
Miami, FL 33131
Attention: James Gassenheimer, Esq.

If to Service Provider:

Turning Point Holdings, LLC
1188 Rainbow Drive
Naples, FL 34104

If to Company:

10X Health Ventures LLC
108 Lakeland Ave
Dover, DE 19901
Attention: Chief Executive Officer

With a copy to:

10X Health Ventures LLC
18851 NE 29th Ave, Unit 1000
Aventura, FL 33180
Attention: Brandon Dawson

Either Party may change its address by notice to the other Party given in the manner set forth in this Section. Any notice, if mailed by properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or the date marked on the certified mail receipt, and shall be deemed received on the third business day thereafter or when it is actually received, whichever is sooner.

6.2 Governing Law and Jurisdiction; Dispute Resolution. This Agreement shall be governed by the laws of the State of Florida, without regard to any conflict-of-law principles that would cause the laws of any other jurisdiction to apply. Any disputes arising under this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Miami-Dade County, Florida ("**Selected Forum**"). The Parties hereby consent to the Selected Forum's exercise of personal jurisdiction over them in any action between the Parties arising from or relating to this Agreement.

6.3 Waiver. A Party's failure to demand strict performance of any provision of this Agreement shall not constitute a waiver of any provision, term, covenant, or condition of this Agreement or of the right to demand strict performance in the future.

6.4 Successors and Assigns. This Agreement shall be binding upon Service Provider and Executive and their respective successors, assignees, heirs, executors, administrators, or other legal representatives and may be assigned and enforced by Company and its successors and assigns. Service Provider and Executive may not assign this Agreement without express, written consent of Company.

6.5 Entire Agreement. This Agreement (together with the Purchase Agreement, the Operating Agreement, and the other documents delivered pursuant thereto) constitutes the entire agreement of Company, Service Provider, and Executive with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or not. This Agreement may only be modified or amended in a writing signed by the Parties hereto.

6.6 Severability and Enforcement. The provisions of this Agreement are severable. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other obligations, provisions, or applications of this Agreement which can be given effect without the invalid obligations, provisions, or applications. If a court determines that any covenant in Article 4 of this Agreement is unenforceable because of the duration or scope of such provision, the court shall have the power to amend the scope or duration of such provision to the extent permitted by law, and in its amended form, the provision shall remain in full force and effect.

6.7 Section 409A. It is intended that the payments and benefits under this Agreement comply with, or as applicable, constitute a short-term deferral or otherwise be exempt from, the provisions of Section 409A of the Internal Revenue Code, as amended, and the regulations and other guidance issued thereunder (together, "**Section 409A**"). Company shall administer and interpret this Agreement in a manner so that such payments and benefits comply with, or are otherwise exempt from, the provisions of Section 409A, provided that Company shall not be required to assume any increased economic burden in connection therewith and Company shall not be liable to Service Provider or Executive for any tax, interest, or penalties Service Provider or Executive may owe under Section 409A or other applicable law as a result of compensation paid under this Agreement. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation or tax penalties under Section 409A, Service Provider and Executive shall not be considered to have terminated the engagement with Company for purposes of this Agreement and no payments shall be due to Service Provider or Executive under this Agreement providing for payment of amounts on termination of engagement unless Service Provider and Executive would be considered to have incurred a "separation from service" from Company within the meaning of Section 409A. To the extent required

in order to avoid accelerated taxation or tax penalties under Section 409A, and to the extent Service Provider or Executive is a "specified employee" under 409A as of Service Provider's and Executive's separation from service, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement that are considered deferred compensation under Section 409A during the six-month period immediately following the termination of this Agreement shall instead be paid on the first business day after the date that is six months following the termination of this Agreement (or upon death, if earlier). In addition, for purposes of this Agreement, each amount to be paid or benefit to be provided to Service Provider or Executive pursuant to this Agreement which constitutes deferred compensation subject to Section 409A shall be construed as a separate identified payment for purposes of Section 409A.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement.

Executive

Cicely Sage Workinger (Aug 17, 2023 13:32 EDT)

Cicely Sage Workinger

Date: Aug 17, 2023

10X Health Ventures LLC
By Cardone Ventures, LLC, its Manager

Brandon Dawson (Aug 18, 2023 17:20 GMT+2)

Brandon Dawson
CEO

Date: Aug 18, 2023

Turning Point Holdings, LLC

Cicely Sage Workinger (Aug 17, 2023 13:32 EDT)

Cicely Sage Workinger
Sole Member

Date: Aug 17, 2023

Exhibit A

Duties and Responsibilities

Executive's Authority: Executive will have supervisory authority over employees and contractors of Company to the extent necessary to achieve the targets set forth in Metrics A through F below.

A. Metric: Atlas (sunset)

1. Target: By December 31, 2023, zero transactions will occur in Atlas; provided, however, the VIP Team may continue to use Atlas for the transactions listed below if and only if Salesforce and Dr. Chrono cannot support them:
    a. Sending one invoice and billing one credit card for multiple patients in a single household under a family plan with a "Head of Household";
    b. Charging patient credit cards, which will be marked as prepaid in Salesforce if charged in Atlas; and
    c. Ordering 10X and special lab tests quickly and without a lengthy process for approval by Company management.
2. Monitoring Process: Direct observation

B. Metric: EHR Compliance: Employees (VIP) will transact in Dr. Chrono

1. Measurement: (# compliant employees/# in employee population) x 100
2. Target: 100% adherence rate starting on December 31, 2023
3. Monitoring Process: Direct observation

C. Metric: CRM Compliance: Employees (VIP) will transact in Salesforce

1. Measurement: (# compliant employees/# in employee population) x 100
2. Target: 100% adherence rate starting on December 31, 2023
3. The transactions listed in Metric A(1)(a), (b), and (c) above are excluded from the calculation of this Metric to the extent the transactions are excluded from Metric A.
4. Monitoring Process: Direct observation

C.1 **Related Metric: Monthly Invoice Procedure Adherence**

a. Measurement: (# of invoices processed according to internal procedure/total # of invoices) x 100
b. Target: 100% adherence rate
c. Reasoning: Ensures VIP team remains compliant with established accounting's invoicing/transaction protocols
d. Monitoring process: Direct observation/feedback from accounting team

D. Metric: Compliance Training Completion (VIP/*Enterprise)

1. Measurement: (# compliant employees/# in employee population) x 100
2. Target: 100% adherence rate
3. Monitoring process: Direct observation/auditing

E. Metric: Policy Violation Incident Rate (VIP/*Enterprise)

1. Measurement: (# policy violations/# of audited samples) x 100%

2. Target: ≥ 5%
3. Monitoring process: Direct observation/auditing a designated sample size

F. Metric: Re-credentialing Rate (VIP/*Enterprise)

1. Measurement: (# providers completed re-credentialing/total # providers due for re-credentialing) x 100
2. Target: 100%
3. Reasoning: Metric reflects ongoing commitment to supporting Enterprise's need for providers to maintain their credentials and compliance with regulatory/licensing requirements
4. Monitoring process: Direct observation/auditing

Schedule 1

Form of Release of Claims

This RELEASE ("Release") is signed and executed as of _____, 20__ by Turning Point Holdings, LLC ("Service Provider") and Cicely Sage Workinger ("Executive") for the benefit of 10X Health Ventures LLC ("Company").

In consideration of Company making certain post-engagement payments to Service Provider under Section 3.2.3 or 3.3.2 (the "Severance Payments") of the First Amended and Restated Executive Services Agreement between Service Provider, Executive, and Company (the "Services Agreement"), Service Provider and Executive hereby agree as follows:

Release in Full of All Claims. In exchange for the consideration set forth herein, Service Provider and Executive, for each of them and each of their agents, attorneys, heirs, administrators, executors, assigns, and other representatives, and for anyone acting or claiming on its or her or their joint or several behalf, hereby release, waive, and forever discharge Company, its affiliates, and its and their officers, directors, successors, assigns, and other representatives and anyone acting on their joint or several behalf (the "Releasees"), from any and all known and unknown claims, causes of action, demands, damages, costs, expenses, liabilities, or other losses arising from Service Provider's engagement with Company, Executive's appointment to an office of the Company, or the termination thereof. By way of example only and without limiting the immediately preceding sentence, Service Provider and Executive agree that they are releasing, waiving, and discharging any and all claims against Company and the Releasees under (a) any federal, state, or local employment law or statute, including, but not limited to, Title VII of the Civil Rights Act(s) of 1964 and 1991, the Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), Older Worker Benefit Protection Act (OWBPA), Family and Medical Leave Act (FMLA), Worker Adjustment and Retraining Notification Act (WARN), Uniformed Services Employment and Reemployment Rights Act (USERRA), and applicable state employment law(s), and (b) any federal, state, or municipal law, statute, ordinance, or common law doctrine; provided, however, that Executive specifically does not release any claims to challenge the validity of this Release under the ADEA or any claims that Executive cannot waive by operation of law. Notwithstanding the foregoing, for the avoidance of doubt, Company acknowledges and agrees that this Release in no way alters Executive's rights, if any: (i) to any benefits to which she is entitled under any health or welfare benefit plan of Company in which she participated; (ii) any rights arising under Article V of the Services Agreement or any rights to insurance coverage for or indemnification against, third-party claims arising from Executive's service as an officer or director of Company; (iii) any rights under the Asset Purchase Agreement relating to the acquisition of the assets of Streamline Medical Group Naples LLC and Streamline Wellness, LLC; or (iv) any right to enforce payment of the severance under the Services Agreement. Service Provider and Executive understand that nothing in this Release limits their ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission ("Government Agencies"). Service Provider and Executive further understand this Release does not limit their ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Company. While this Release does not limit Executive's right to receive an award for information provided to a Government Agency, Service Provider and Executive understand and agree that, to the maximum extent permitted by law, they are otherwise waiving any and all rights they may have to individual relief based on any claims that they have released and any rights they have waived by signing

this Release.

Mutual Non-Disparagement. Service Provider and Executive agree that, except as permitted herein, they shall not talk about or otherwise communicate to any third parties in a malicious, disparaging, or defamatory manner regarding Company or its members, officers and directors. Company agrees that, except as permitted herein, Company or its members, officers and directors shall not talk about or otherwise communicate to any third parties in a malicious, disparaging, or defamatory manner regarding Service Provider or Executive.

ADEA/OWBPA Waiver & Acknowledgement. Insofar as this Release pertains to the release of Executive's claims, if any, under the Age Discrimination in Employment Act, Executive, pursuant to and in compliance with the rights afforded her under the Older Worker Benefit Protection Act: (a) is hereby advised to consult with an attorney before executing this Release; (b) is hereby afforded twenty-one (21) days to consider this Release; (c) may rescind this Release any time within the seven (7) day period following her execution of the Release; (d) is hereby advised that this Release shall not become effective or enforceable until the seven (7) day revocation period has expired; and (e) is hereby advised that she is not waiving claims that may arise after the date on which she executes the Release. If this Release is revoked within the revocation period, Company shall have no obligation to make the Severance Payments. If this Release is not revoked within the revocation period, this Release will be effective and enforceable on the date immediately following the last day of the seven (7) day revocation period. The offer to execute this Release in exchange for the Severance Payments shall remain open for twenty-one (21) days, after which time it shall be automatically withdrawn.

Voluntary Execution. Service Provider and Executive acknowledge that they are executing this Release voluntarily and of their own free will and that they fully understand and intend to be bound by the terms of this Release.

IN WITNESS WHEREOF, Service Provider and Executive hereby certify that they have read this Release in its entirety and voluntarily executed it in the presence of a competent witness, as of the date set forth under their signatures.

EXECUTIVE	**SERVICE PROVIDER**
_____	_____
Print Name:	Print Name: _____ Title: _____
_____	_____
Date	Date
_____	
Witness	
_____	
Date	

20230816 S Workinger First Amended and Restated Executive Services Agreement

Final Audit Report 2023-08-18

Created:	2023-08-17
By:	Jeffrey Peterson (jeff.peterson@pnwblaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYPtqty_IQSEWcjpQat4fVKpU5g6-F8bn

"20230816 S Workinger First Amended and Restated Executive Services Agreement" History

Document created by Jeffrey Peterson (jeff.peterson@pnwblaw.com)
2023-08-17 - 2:00:54 AM GMT

Document emailed to sageworkinger@gmail.com for signature
2023-08-17 - 2:03:16 AM GMT

Email viewed by sageworkinger@gmail.com
2023-08-17 - 5:28:00 PM GMT

Signer sageworkinger@gmail.com entered name at signing as Cicely Sage Workinger
2023-08-17 - 5:32:48 PM GMT

Document e-signed by Cicely Sage Workinger (sageworkinger@gmail.com)
Signature Date: 2023-08-17 - 5:32:50 PM GMT - Time Source: server

Document emailed to brandon@cardoneventures.com for signature
2023-08-17 - 5:32:52 PM GMT

Email viewed by brandon@cardoneventures.com
2023-08-18 - 3:20:14 PM GMT

Signer brandon@cardoneventures.com entered name at signing as Brandon Dawson
2023-08-18 - 3:20:44 PM GMT

Document e-signed by Brandon Dawson (brandon@cardoneventures.com)
Signature Date: 2023-08-18 - 3:20:46 PM GMT - Time Source: server

Agreement completed.
2023-08-18 - 3:20:46 PM GMT

Exhibit 4

Via Certified Mail and Email

November 5, 2024

Cicely Sage Workinger
1188 Rainbow Drive
Naples, FL 34104

Turning Point Holdings, LLC
1188 Rainbow Drive
Naples, FL 34104

Cicely Sage Workinger
The Grove at the Grand Bay
2669 South Bayshore Drive LPH-N
Miami, FL 33133

RE: Termination Notice

Dear Sage:

This letter serves as notice of termination of the First Amended and Restated Executive Services Agreement (the "Agreement") between 10X Health Ventures, LLC (the "Company"), Sage Workinger ("Executive"), and your service provider entity Turning Point Holdings, LLC ("Turning Point Holdings"). This letter collectively refers to Executive and IJS Presentations as "you."

Based upon the information presently available, the Company hereby terminates your engagement without Cause. The Company is continuing to investigate matters relative to your engagement and reserves the right to reclassify your termination based upon its investigation.

You are expected to comply with all post-Term obligations under the Agreement. The Company reserves all rights.

Additionally, as you are aware, your Agreement was entered into as part of a larger transaction involving Gary Brecka and IJS Presentations, LLC. Given your association with Mr. Brecka and Ultimate Human, LLC, you are on notice of potential litigation. You are required to take all necessary steps to preserve, and not destroy, conceal, or alter, any and all communications and documents relevant to Mr. Brecka's and IJS Presentation's services to the Company, as well as their outside business interests and activities, including by way of example, and without limitation, Ultimate Human, LLC, third-party agreements, financial data, emails, text messages, social media posts and reviews, voicemails, records, files, web browser activity, cookies, cloud storage accounts, and other data, wherever located and regardless of the format or media. Be

forewarned that purposeful destruction of this evidence may result in penalties, including legal sanctions.

Very truly yours,

10X Health Ventures, LLC

By: _____
Brandon Dawson, CEO

cc: James Gassenheimer, Esq.
Berger Singerman LLP
1450 Brickell Avenue, Unit 1900
Miami, FL 33131

Exhibit 5

CONFIDENTIALITY, RESTRICTIVE COVENANTS, AND INVENTION ASSIGNMENT AGREEMENT

This CONFIDENTIALITY, RESTRICTIVE COVENANTS, AND INVENTION ASSIGNMENT AGREEMENT ("Agreement") is between MARIAH OPSINA ("Employee") and 10X Health Ventures LLC (together with its affiliates, the "Company").

BACKGROUND

Employee and the Company (together, the "Parties" and, individually, a "Party") are entering into this Agreement in connection with Employee's acceptance of at-will employment with the Company and as a condition of that employment.

CONFIDENTIALITY

1. Confidential Information. Employee acknowledges that the Company has certain trade secret information and other confidential and proprietary information that is personally and competitively sensitive and that the Company has acquired and developed, and will acquire and develop, at great effort and expense. Such information includes, without limitation, confidential information and Company Trade Secrets (defined below), whether in tangible or intangible form, regarding the Company's products, services, marketing strategies, business plans, operations, costs, current or prospective customer information (including, without limitation, customer lists, requirements, creditworthiness, preferences, pricing information, customer sales volume, customer margins, and similar matters), product concepts, designs, specifications, technical data and know-how, purchasing information (including, without limitation, pricing, sales information, and other terms and conditions of sale), financial information, internal procedures, techniques, forecasts, methods, trade information, software programs, project requirements, and all other information that is not generally known to those outside the Company (collectively, "Confidential Information"). Confidential Information also includes the information of any other person or entity that the Company has an obligation to keep confidential. Confidential Information does not include information that is or becomes available to the public other than as a result of unauthorized disclosure, including disclosure by Employee.

2. Restricted Use and Return of Confidential Information. In the course of Employee's employment, Employee will have access to and may help develop Confidential Information. Except as required in the performance of Employee's duties, Employee will not, either during Employee's employment or anytime thereafter, disclose any Confidential Information to others or use the Confidential Information for Employee's own benefit or for the benefit of others. All records, files, documents, and other materials relating to the Company's business shall remain the sole property of the Company and may not be copied without written permission. Upon the termination of Employee's employment, Employee agrees to promptly return all records, files, documents, and other materials relating to the Company's business, whether in hard copy or electronic format. Employee shall not retain copies of such materials.

3. Non-Interference with Rights. Nothing in this Agreement shall be construed to limit Employee's right to respond accurately and fully to any question, inquiry, or request for information when required by legal process or from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding the Company, Employee's employment, or this Agreement. Employee is not required

to contact the Company regarding the subject matter of any such communications before engaging in them. Nothing in this Agreement is intended to restrict Employee's legally protected right to (a) disclose or discuss conduct that constitutes unlawful harassment or discrimination, including sexual assault; (b) discuss wages, hours, or other working conditions with co-workers; or (c) in any way limit Employee's rights under the National Labor Relations Act or any Whistleblower Act.

4. Immunity under the Defend Trade Secrets Act of 2016. The federal Defend Trade Secrets Act of 2016 provides immunity to Company employees, contractors, and consultants in certain circumstances for limited disclosures of Company Trade Secrets. "Trade Secrets" means information defined as a trade secret by the Employee's state's law, the Defend Trade Secrets Act of 2016, or other applicable law. Company employees, contractors, and consultants may disclose Trade Secrets:

(a) In confidence, either directly or indirectly, to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law;

(b) In a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or

(c) In connection with a lawsuit filed by such Company employees, contractors, or consultants for retaliation for reporting a suspected violation of law, but only: (i) to their attorneys; or (ii) in related court proceedings, provided that any documents containing Trade Secrets are filed only under seal and the Trade Secrets are not otherwise disclosed except pursuant to court order.

RESTRICTIVE COVENANTS

5. Company's Investment. Employee understands that the Company has spent and will continue to spend substantial amounts of time, money, and effort to develop its business, Confidential Information, reputation, goodwill (both associated with its trade name and geographic area of business), and its customer, supplier, and employee relationships. Employee further understands that Employee will benefit from those investments and efforts. Finally, Employee acknowledges that the Company would not employ, or continue to employ, Employee without Employee's agreement to be bound by the provisions of this Agreement.

6. Exclusive Employment. To the greatest extent enforceable under applicable law, Employee shall be employed exclusively by the Company during the period of Employee's employment with the Company, and during this period, Employee shall not provide Employee's services or likeness to any third party in exchange for anything of value without the Company's prior written consent, which the Company may withhold or condition in its sole and absolute discretion to the fullest extent permitted by applicable law. Employee acknowledges and agrees that Employee's receiving anything of value from a third party in exchange for the provision of Employee's services or likeness would give rise to a potential conflict of interest. Nothing in this Paragraph changes Employee's at-will employment with the Company.

7. Non-Solicitation. Employee shall not, either for Employee's own account or for or on behalf of any other person or entity, directly or Indirectly, take any of the following actions for the period of Employee's employment with the Company and for a period of 12 months following the date of Employee's termination of employment for any reason, whether voluntary or involuntary (collectively, the "Restricted Period"). For purposes of Paragraph 7 and Paragraph 8, "Indirectly" means that Employee will not materially assist others in activities that Employee is prohibited from engaging in directly.

(a) Solicit any employee of the Company with whom the Employee worked directly or about whom the Employee has Confidential Information, with the intention of encouraging such person to terminate the person's employment with the Company. For absence of doubt, nothing in this Paragraph 7(a) is meant to prohibit a Company employee who is not a party to this Agreement from becoming employed by another person or entity;

(b) Solicit any Customer to cease or reduce the extent to which it is doing business with the Company. "Customer" means any established customer of the Company (i) for whom Employee provided services; and (ii) about whom Employee had confidential or competitively sensitive information in the 24-month period immediately preceding the termination of Employee's employment with the Company. An "established" customer refers to a Customer that has, or can reasonably be expected to have, ongoing and/or repeated business dealings with the Company.

8. Noncompetition. The Company markets and provides healthcare services and products to customers worldwide. During Employee's Employment, Employee shall not, either for Employee's own account or for or on behalf of any other person or entity, directly or Indirectly, take any of the following actions with respect to a "Competitive Service," defined as any service or product that directly or indirectly competes with or is substantially similar to a service or product offered by the Company during Employee's employment:

(a) Advise or consult with a "Competitor," defined as any person or entity (including Employee or an entity that Employee becomes employed by or otherwise affiliated with or renders services to) that offers, or is actively planning to offer, Competitive Services within a "Restricted Territory," defined as the country(ies), state(s), county(ies), and city(ies) in which the Company markets and offers services and products or actively plans to market and offer services and products.;

(b) Be employed by or provide services to or for a Competitor in the Restricted Territory where Employee's duties are the same as, or similar to, the duties that Employee performs on behalf of the Company; or

(c) Otherwise engage in the production, marketing, sale, distribution, offering, or provision of Competitive Services in the Restricted Territory (other than ownership of securities of a publicly-held corporation in which Employee owns less than 10% of any class of outstanding securities).

9. Non-Disparagement. Except as permitted under Paragraph 3, Employee shall not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, including but not limited to any statements in personal conversations, text messages, news media, social media, websites, or blogs, during the Restricted Period that defame, disparage, or in any way criticize the personal or business reputation, practices, or conduct of the Company.

INVENTION ASSIGNMENT

10. Disclosure of Inventions. "Inventions" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information, and Trade Secrets (as defined above). Employee agrees to promptly disclose to the Company all Inventions, copyright eligible works, ideas, improvements, software, discoveries, and other intellectual property that Employee develops, makes, discovers, conceives, or first reduces to practice, either alone or jointly with others, during the period of Employee's

employment with the Company, and whether or not patentable, copyrightable, or protectable as Trade Secrets.

11. Assigned Inventions. Employee acknowledges and agrees that any copyrightable works prepared by Employee within the scope of employment will be "works made for hire" under the U.S. Copyright Act and that the Company will be considered the sole and exclusive author and owner of such copyrightable works. Employee further agrees that the Company will be considered the sole and exclusive owner of all Inventions that Employee makes, conceives, or first reduces to practice during the period of Employee's employment, whether or not in the course of Employee's employment, and whether or not patentable, copyrightable, or protectable as Trade Secrets, (a) that relate to the Company's business, or to any actual or demonstrably anticipated Company research, future work, or projects, whether or not the Inventions are conceived or developed alone or with others, and whether or not the Inventions are conceived or developed during regular working hours; or (b) that result from any work Employee performs for the Company, performs on Company time, or performs using the Company property or resources (the "Assigned Inventions").

12. Excluded Inventions and Other Inventions. Attached hereto as **Appendix A** is a list describing all existing Inventions, if any, that may relate to the Company's business or actual or demonstrably anticipated research or development and that were made by Employee or acquired by Employee prior to Employee's employment with the Company, and which are not to be assigned to the Company (the "Excluded Inventions"). If no such list is attached, Employee represents and agrees that it is because Employee has no rights in any existing Inventions that may relate to the Company's business or actual or demonstrably anticipated research or development. "Other Inventions" means Inventions in which Employee has or may have an interest, as of the date Employee executes this Agreement or thereafter, other than Assigned Inventions and Excluded Inventions. Employee acknowledges and agrees that if, in the scope of Employee's employment, Employee uses any Excluded Inventions or Other Inventions or if Employee includes any Excluded Inventions or Other Inventions in any product or service of the Company, or if Employee's rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Company of any rights assigned to the Company under this Agreement, Employee will immediately so notify the Company in writing. Moreover, in such circumstances (and whether or not Employee gives the Company notice as required above), unless the Parties agree otherwise in writing as to particular Excluded Inventions or Other Inventions, Employee hereby grants to the Company a perpetual, irrevocable, nonexclusive, transferable, world-wide, royalty-free license to use, disclose, make, sell, offer for sale, import, copy, distribute, modify and create works based on, perform, and display such Excluded Inventions and Other Inventions, and to sublicense third parties in one or more tiers of sublicensees with the same rights.

13. Assignment of Rights in Assigned Inventions. Employee agrees to assign, and does hereby irrevocably transfer and assign, to the Company: (a) all of Employee's rights, title, and interests in and with respect to any Assigned Inventions; (b) all patents, patent applications, copyrights, mask works, rights in databases, Trade Secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (c) to the extent assignable, any and all Moral Rights (as defined below) that Employee may have in or with respect to any Assigned Inventions. Employee also hereby forever waives and agrees never to assert any Moral Rights Employee may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Paragraph 12, above, even after termination of Employee's employment with the Company. "Moral Rights" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the

publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

14. Authorization to Use Likeness and Testimonial. Employee authorizes the Company to use Employee's likeness, including, without limitation, photographs, videos, audio recordings, and drawings of Employee, and any testimonial of Employee about Employee's employment with the Company in the Company's marketing and public relations efforts.

15. Assistance. Employee will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights, and other legal protections for the Assigned Inventions, worldwide. Employee will execute and deliver any documents that the Company may reasonably request from Employee in connection with providing such assistance. Employee's obligations under this Paragraph will continue beyond the termination of Employee's employment with the Company; provided that the Company agrees to compensate Employee at a reasonable rate after such termination for time and expenses actually spent by Employee at the Company's request in providing such assistance. Employee hereby appoints the Chief Executive Officer of the Company as Employee's attorney-in-fact to execute documents on Employee's behalf for this purpose. Employee agrees that this appointment is coupled with an interest and will not be revocable.

REPRESENTATIONS AND WARRANTIES

16. No Inconsistent Obligations. The Company does not want Employee to breach any agreement with or obligations owed to Employee's prior employers or any other person or entity. Employee must not use on Company's behalf, or in conjunction with work performed on Company's behalf, any information constituting the confidential or proprietary information of a prior employer. If Employee is unsure if certain information falls within the restrictions defined in this Paragraph, Employee must err on the side of caution and refrain from using or disclosing such information without obtaining written authorization from the Company. Employee warrants and represents that:

(a) Employee is not subject to any continuing obligation to any third party that might prevent Employee from freely performing any duty or obligation that is imposed by Employee's employment with the Company or this Agreement;

(b) Employee's employment with the Company or Employee's execution and performance of this Agreement will not result in breaching any contract to which Employee is a party;

(c) Employee will not use any trade secret or proprietary or confidential information of any third party in performing Employee's duties and responsibilities arising under Employee's employment with the Company or this Agreement; and

(d) Employee shall defend, indemnify, and hold the Company harmless from any claims arising out of a breach or violation, or an alleged breach or violation, of any of the foregoing warranties and representations in this Paragraph.

17. Notification of Subsequent Employment. After any termination of Employee's employment with Company, and during the Restricted Period, Employee agrees to notify Company in writing of the name and address of Employee's new employer and will provide the new employer with a copy of this Agreement.

GENERAL AND MISCELLANEOUS PROVISIONS

18. Survival/Independent Agreement. Unless expressly set forth in a document signed by both the Employee and the Company, the restrictive covenants set forth in this Agreement shall survive the termination of Employee's employment for any reason, voluntary or involuntary. Employee's obligations under this Agreement are independent of Employee's employment. Any breach or alleged breach by the Company of any obligation to Employee shall not affect the binding nature of Employee's obligations under this Agreement or excuse or terminate Employee's obligations hereunder.

19. Scope. If a court determines that any provision of this Agreement is unenforceable because of the duration or scope of such provision, the court shall have the power to amend the scope or duration of such provision to the extent permitted by law, and in its amended form, the provision shall remain in full force and effect. If any provision of this Agreement is found to be void or unenforceable, all remaining provisions of this Agreement shall remain in full force and effect.

20. Specific Enforcement/Injunctive Relief. Employee agrees that it would be difficult to measure the Company's damages from a breach or threatened breach of this Agreement by Employee, but that such breach or threatened breach could result in damages that would be significant and irreparable. Employee agrees that the Company shall be entitled, in addition to any other remedies available at law, to seek injunctive or other equitable relief from such breach or threatened breach. If the Company prevails in any action brought to enforce this Agreement, the Company shall be entitled to costs and attorneys' fees incurred by it in such action. Notwithstanding any agreements to arbitrate disputes, the Parties agree that a temporary restraining order, temporary injunctive relief, or permanent injunctive relief may be pursued and secured in court to prevent immediate harm without waiving any Party's ability to have all issues of final relief and damages made subject to sole and exclusive arbitration procedures. Employee further agrees that Employee will not object to Company's right to request that a court of competent jurisdiction extend the Restricted Period for any period of time that Employee is in breach of this Agreement as a form of equitable relief so that the Company receives the full benefit of Employee's promises in the restricted covenants.

21. Governing Law; Forum Selection. This Agreement shall be governed by the laws of the State of Delaware, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Miami-Dade County, Florida ("Selected Forum"). The Parties hereby consent to the Selected Forum's exercise of personal jurisdiction over them in any action between the Parties arising from or relating to this Agreement.

22. Amendments; Assignments. No modification, amendment, extension, or waiver of this Agreement shall be binding unless in writing and signed by both the Company and Employee. The waiver by the Company of a breach of this Agreement shall not be construed as a waiver of any subsequent breach. Nothing in this Agreement shall be construed as a limitation upon the Company's right to modify or amend any of its manuals or policies in its sole discretion. This Agreement shall inure to the benefit of, and be binding upon the Parties and their heirs, administrators, successors, and assigns. This Agreement may be assigned by the Company to its successors and assigns and enforced by any one or more of the same, without need of any further authorization or agreement from Employee. Employee may not assign any rights or obligations under this Agreement without the written consent of the Company.

23. Headings. The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between the Parties in connection with the subject matter.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute the same instrument. A facsimile, scanned, photocopied, or electronic copy of this Agreement, including the signature page hereto, shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

EMPLOYEE

Signature: Mariah K. Ospina

Name: Mariah K. Ospina

Date: 01 / 18 / 2022

COMPANY

Signature: Gabrielle Petagna

Name: Gabrielle Petagna

Title: Director of HR

Date: 11 / 22 / 2022

Appendix A

LIST OF EXCLUDED INVENTIONS

Title; Date; Identifying Number or Brief Description:

1. _____

2. _____

3. _____

48178644.1

Signature Certificate

Reference number: YMSGP-APXVA-GX5CN-XMTGX

Signer	Timestamp	Signature
Mariah Ospina Email: moospina@yahoo.com		
Sent:	18 Jan 2022 21:56:05 UTC	
Viewed:	19 Jan 2022 03:05:03 UTC	
Signed:	19 Jan 2022 03:05:29 UTC	
Recipient Verification:		IP address: 99.137.81.247
✔Email verified	19 Jan 2022 03:05:03 UTC	Location: Miami, United States

Document completed by all parties on:
19 Jan 2022 03:05:29 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

Signature Certificate

Reference number: YMGHY-DPOWB-XTWJD-MUBZH

Signer	Timestamp	Signature
Gabrielle Petagna Email: gpetagna@cardoneventures.com		
Sent:	22 Nov 2022 18:43:54 UTC	
Signed:	22 Nov 2022 18:43:55 UTC	IP address: 96.224.232.35 Location: Smithtown, United States

Document completed by all parties on:
22 Nov 2022 18:43:55 UTC

Exhibit 6

LOAN AGREEMENT

This LOAN AGREEMENT ("**Agreement**") is dated and effective as of the date it is fully executed by the parties ("**Effective Date**") and is entered into by and between 10X Health Ventures LLC, a Delaware limited liability company ("**Lender**") and IJS Presentations, LLC, a Florida limited liability company ("**Borrower**").

RECITALS

WHEREAS Borrower is a Member of Lender and holds 11,000 Class A Units of Lender;

WHEREAS Borrower desires to borrow funds from Lender, and Lender agrees to lend funds to Borrower pursuant to the provisions of this Agreement;

WHEREAS Borrower and Lender have concurrently executed that certain Pledge Agreement, by which Borrower has pledged to Lender 11,000 Class A Units held by Member (the "**Units**"), all such Units are security for Borrower's full performance of its obligations under this Agreement, and Borrower's execution of the Pledge Agreement is a condition precedent to Lender's obligation to extend credit to Borrower under this Agreement;

WHEREAS Borrower and Lender have executed that certain Second Amended and Restated Executive Services Agreement (the "**Services Agreement**"); and

WHEREAS the capitalized terms in this Agreement that are not defined herein have the meanings ascribed to them in the Operating Agreement of 10X Health Ventures LLC, dated September 16, 2021 (the "**LLC Agreement**");

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

AGREEMENT

I. Loan

Subject to the terms and conditions hereof, Lender agrees to lend to Borrower a principal amount up to ONE MILLION ONE HUNDRED SIXTY-ONE THOUSAND AND ONE HUNDRED AND ELEVEN and 11/100 U.S. DOLLARS (U.S. $1,161,111.11) (the "**Loan Commitment**"). To the extent the Loan Commitment is disbursed to Borrower pursuant to this Agreement, the Loan Commitment shall constitute a loan from Lender to Borrower (the "**Loan Amount**"), and Borrower agrees to repay the Loan Amount plus accrued interest pursuant to this Agreement. The payment by Lender of the documentary excise tax with respect to the indebtedness evidenced by this Agreement or secured by the Pledge Agreement in the amount of FOUR THOUSAND SIXTY-THREE and 89/100 U.S. DOLLARS (U.S. $4,063.89) (the "**Stamp Tax**") shall be included in the Loan Amount and Borrower shall be obligated to repay the Stamp Tax pursuant to this Agreement.

II. Disbursements

(a) If this Agreement is executed at or before 2 pm Eastern Time on a business day, Lender shall, on the Effective Date, pay the Stamp Tax and disburse to Borrower a portion of the Loan Commitment in the amount of THREE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED TWO and 79/100 U.S. DOLLARS (U.S. $362,602.79) (the "**Initial Disbursement**"). If this Agreement is executed after 2 pm Eastern Time on a business day or anytime on a weekend or holiday, Lender shall, within one (1) business day of the Effective Date, pay the Stamp Tax and disburse to Borrower the Initial Disbursement.

(b) Subject to Sections II(c) and II(d), Lender shall disburse an additional portion of the Loan Commitment in the amount of SIXTY-ONE THOUSAND ONE HUNDRED ELEVEN and 11/100 U.S. DOLLARS (U.S. $61,111.11) on the first business day of each month, starting in September 2023 and ending in September 2024 (each an "**Additional Disbursement**" and the Additional Disbursements and the Initial Disbursement are collectively the "**Disbursements**").

(c) Borrower may cancel any Additional Disbursement by giving Lender written notice of the cancellation at least three (3) business days before the date of the scheduled Additional Disbursement. If Borrower gives Lender timely notice of cancellation, Lender will not make the canceled Additional Disbursement and the Loan Amount will not increase thereby.

(d) If Lender's revenue is less than $4,000,000 in any single month from August 1, 2023 through September 30, 2024, Lender may, in its sole and absolute discretion, elect not to disburse any portion of the Loan Commitment under Section II(b) for as long as Lender's monthly revenue is less than $4,000,000. If Lender elects not to make disbursements of any portion of the Loan Commitment pursuant to the foregoing provision, and if Lender's monthly revenue is equal to or greater than $4,000,000 in any subsequent month through September 2024, Lender shall resume making disbursements pursuant to Section II(c); provided, however, Lender may again elect not to disburse any portion of the Loan Commitment if Lender's monthly revenue subsequently falls below $4,000,000. Any portion of the Loan Commitment that is not disbursed to Borrower will not be included in the Loan Amount. Lender shall not be obligated to disburse any portion of the Loan Commitment that Lender elects not to disburse pursuant to this Section.

(e) Lender shall transfer the Disbursements to Borrower by wire transfer or electronic funds transfer into an account designated by Borrower. Lender's receipt of Borrower's account information is a condition to Lender's obligation to transfer the Disbursements, and if Lender does not have Borrower's account information, any deadline of Lender to disburse any portion of the Loan Commitment to Borrower shall be extended until the next business day after Lender receives Borrower's account information.

III. Interest

Beginning on the Effective Date, interest shall accrue on the outstanding balance of the Loan Amount at the annual rate of 5.00%, compounded monthly.

IV. Maturity; Payments

(a) Distributions and advances that would be made to Borrower under Section 6.01 of the LLC Agreement that are not made for tax purposes shall be retained by Lender and applied as payments to the accrued interest and outstanding Loan Amount due under this Agreement until the accrued interest and Loan Amount are paid in full ("**Distribution Payments**"). Notwithstanding the foregoing, all distributions and advances made to Borrower under Section 6.01 of the LLC Agreement for tax purposes shall continue to be paid to Borrower and shall not be considered Distribution Payments for the purposes of this Agreement. Borrower acknowledges and agrees that all Distribution Payments will be treated as distributions or advances to Borrower under the LLC Agreement, and Borrower consents to the Distribution Payments with respect to the accrued interest and outstanding Loan Amount.

(b) The entire outstanding balance of the Loan Amount and all accrued interest shall be due and payable on the Maturity Date. The "**Maturity Date**" is March 15, 2025, which is subject to change pursuant to this Section. Lender and Borrower may agree in writing to change the Maturity Date to a later date. Notwithstanding anything herein to the contrary, if the Services Agreement is terminated for any reason, the termination date of the Services Agreement shall automatically become the Maturity Date under this Agreement.

(c) Payments of principal and accrued interest shall be made by Borrower in cash or, subject to and in compliance with the LLC Agreement and further subject to the written consent of Lender, which shall not be unreasonably withheld, conditioned, or delayed, through the redemption of Class A Units held by Borrower. If Borrower pays the amounts due under this Agreement through Lender's redemption of Class A Units, Borrower and Lender shall select a mutually acceptable third party to determine the value of the Class A Units to be redeemed. The value of the Class A Units to be redeemed shall include discounts for lack of marketability and lack of control.

V. Prepayment

The Loan Amount may be prepaid, in whole or in part, at any time without penalty. Any partial prepayment amount reduces, first, the accrued interest and, second, the Loan Amount. Interest shall immediately cease to accrue upon any portion of the Loan Amount that is prepaid. Interest shall continue to accrue upon the unpaid portion of the Loan Amount.

VI. Notice

Any notice in connection with this Agreement shall be in writing and shall be given by hand, reputable delivery service, or certified U.S. mail, postage prepaid, to the recipient's address indicated below. Notices shall be effective when actually delivered. Any party may change its address for such notices from time to time by notice to the other party.

To Lender

10X Health Ventures LLC
Attn: Brandon Dawson
18851 NE 29th Ave, Unit 1000
Aventura, FL 33180

To Borrower

IJS Presentations, LLC
c/o Gary Brecka
1188 Rainbow Drive
Naples, FL 34104

With a copy to:

Berger Singerman LLP
1450 Brickell Ave, Unit 1900
Miami, FL 33131
Attention: James Gassenheimer, Esq.

VII. Assignment of the Agreement

Lender may assign this Agreement; however, any such assignment shall not relieve Lender of its obligations herein. Lender shall provide at least ten (10) days' notice to Borrower of any assignment hereof.

VIII. Modification and Waiver

This Agreement may be modified, or its terms waived, only by an agreement in writing signed by both parties. A waiver of any provision shall not constitute a waiver of that or any other provision in the future.

IX. Default

(a) Each of the following shall constitute an "**Event of Default**" under this Agreement:

Borrower fails to make any payment when due under this Agreement and such payment has not been made within five (5) days after Lender provides Borrower with notice of Borrower's failure to pay;

Borrower fails to materially comply with or to materially perform any other term, obligation, covenant, or condition contained in this Agreement;

Borrower dissolves, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over it or its property, or is named the debtor in a

bankruptcy proceeding that is not dismissed within ninety (90) days; and

Borrower has a change in ownership or control, whether directly or indirectly, of twenty-five percent (25%) or more of its equity.

(b) If any Event of Default shall occur, all commitments and obligations of Lender under this Agreement will immediately terminate (including, without limitation, any obligation to make further Disbursements), and at Lender's option, all amounts due under this Agreement will immediately become due and payable, all without notice of any kind to Borrower. In addition, Lender shall have all the rights and remedies available in the Pledge Agreement and at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy.

X. Time Is of the Essence

Time is of the essence in the performance of this Agreement.

XI. Severability.

If a court of competent jurisdiction determines any provision of this Agreement to be illegal or unenforceable, the provision shall be considered modified so that it becomes legal and enforceable. If the provision cannot be so modified, it shall be deleted from this Agreement. Subject to applicable law, the illegality or unenforceability of any provision of this Agreement shall not affect the legality or enforceability of any other provision of this Agreement.

XII. Fees, Costs, and Expenses

In the event of any litigation by either party to enforce this Agreement, the prevailing party shall be entitled to recover, at trial or on appeal, all costs, expenses, attorneys' fees, witnesses' fees, and consultants' fees.

XIII. Governing Law

The laws of the State of Florida shall apply to the construction and enforcement of this Agreement.

XIV. Waiver of Jury Trial

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

BORROWER:
IJS Presentations, LLC

Gary Brecka (Aug 18, 2023 08:53 PDT)

Name: Gary Brecka

Title: Manager

Date: Aug 18, 2023

LENDER:
10X Health Ventures LLC
By Cardone Ventures, LLC, its Manager

Brandon Dawson (Aug 18, 2023 18:11 GMT+2)

Name: Brandon M. Dawson

Title: CEO

Date: Aug 18, 2023

20230818 G Brecka Loan Agreement, Pledge Agreement

Final Audit Report 2023-08-18

Created:	2023-08-18
By:	Jeffrey Peterson (jeff.peterson@pnwblaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKw7-0LfrBCidk2VKpJF6k54p-MdZX-Nn

"20230818 G Brecka Loan Agreement, Pledge Agreement" History

Document created by Jeffrey Peterson (jeff.peterson@pnwblaw.com)
2023-08-18 - 3:38:30 PM GMT

Document emailed to garybreckaprivate@gmail.com for signature
2023-08-18 - 3:40:47 PM GMT

Email viewed by garybreckaprivate@gmail.com
2023-08-18 - 3:52:56 PM GMT

Signer garybreckaprivate@gmail.com entered name at signing as Gary Brecka
2023-08-18 - 3:53:55 PM GMT

Document e-signed by Gary Brecka (garybreckaprivate@gmail.com)
Signature Date: 2023-08-18 - 3:53:57 PM GMT - Time Source: server

Document emailed to brandon@cardoneventures.com for signature
2023-08-18 - 3:53:58 PM GMT

Email viewed by brandon@cardoneventures.com
2023-08-18 - 4:11:20 PM GMT

Signer brandon@cardoneventures.com entered name at signing as Brandon Dawson
2023-08-18 - 4:11:57 PM GMT

Document e-signed by Brandon Dawson (brandon@cardoneventures.com)
Signature Date: 2023-08-18 - 4:11:59 PM GMT - Time Source: server

Agreement completed.
2023-08-18 - 4:11:59 PM GMT

Exhibit 7

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (this "**Agreement**") dated as of Aug 18, 2023 between IJS Presentations, LLC, a Florida limited liability company ("**Pledgor**"), and 10X Health Ventures LLC, a Delaware limited liability company ("**Lender**" or "**Secured Party**").

RECITALS

WHEREAS reference is made to that certain Loan Agreement, dated as of the date hereof by and among Pledgor and Lender;

WHEREAS pursuant to the Loan Agreement, among other things, Lender has agreed to extend credit and make certain financial accommodations to Pledgor upon the terms and subject to the conditions set forth therein; and

WHEREAS it is a condition precedent to Lender's obligation to extend credit to Pledgor under the Loan Agreement that Pledgor execute and deliver this Agreement to Lender;

AGREEMENT

NOW, THEREFORE, in consideration of the premises of and to induce Lender to enter into the Loan Agreement and to induce Lender to make extensions of credit to Pledgor thereunder, Pledgor hereby agrees with Lender as follows:

ARTICLE I. DEFINITIONS.

1.1. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement. Unless otherwise defined in this Agreement or in the Loan Agreement, terms that are defined in Article 8 or 9 of the UCC (as defined below) and that are used in this Agreement shall have the meanings given to them Article 8 or 9 of the UCC.

1.2. As used herein, the following terms shall have the following meanings:

"**Equity Interests**" means shares of stock, securities, units, options, participations, partnership interests or other equity interests of or in a corporation, limited liability company, partnership or other similar entity or any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any of the foregoing.

"**Pledged Collateral**" has the meaning assigned to such term in Section 2.1.

"**Pledged Units**" has the meaning assigned to such term in Section 2.1.

"**UCC**" means the Florida Uniform Commercial Code, as in effect from time to time.

"**Units**" means Pledgor's uncertificated 11,000 Class A Units of 10X Health Ventures LLC, a Delaware limited liability company.

ARTICLE II. PLEDGE.

2.1. As security for the prompt payment or performance, as the case may be, of Pledgor's obligations under the Loan Agreement when due, whether at the Maturity Date, by acceleration, or otherwise (including amounts that would become due but for the fact that they are unenforceable or not allowable under the Bankruptcy Code), Pledgor hereby pledges, grants, transfers, and assigns to Secured Party a first priority security interest in

Pledgor's right, title, and interest in and to the Units (the "**Pledged Units**") and all rights and privileges of Pledgor with respect to the Pledged Units (collectively, the "**Pledged Collateral**").

ARTICLE III. PLEDGED COLLATERAL FINANCING STATEMENT.

3.1. Pledgor hereby irrevocably authorizes Secured Party to file, at any time and from time to time, one or more financing or continuation statements and amendments thereto relating to all or any part of the Pledged Collateral, without the signature of Pledgor if permitted by law, and Pledgor agrees to furnish promptly on request any information Secured Party requires to make such filings.

ARTICLE IV. VOTING RIGHTS; DISTRIBUTIONS; ETC.

4.1. So long as no Event of Default shall have occurred:

(a) Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement; *provided, however*, that no vote shall be cast or consent, waiver, or ratification given or action taken which would have the effect of impairing the position or interest of Secured Party in respect of the Pledged Collateral or be inconsistent with or violate any provision of this Agreement or the Loan Agreement.

(b) Pledgor shall be entitled to receive and retain for its own account any and all payments and other distributions paid in respect of the Pledged Collateral to the extent such are permitted under the terms of the Loan Agreement; and

(c) Upon written notice in advance by Pledgor and at the expense of Pledgor, Secured Party shall execute and deliver, or cause to be executed and delivered, to Pledgor all such proxies and other instruments in such form and for such purposes as Pledgor may reasonably request to enable Pledgor to exercise the rights set forth in Sections 4.1(a) and 4.1(b).

4.2. Upon the occurrence of an Event of Default, all the rights that Pledgor would otherwise be entitled to exercise under Sections 4.1(a) and 4.1(b) shall automatically cease, and all such rights shall thereupon become vested in Secured Party, which shall have the sole right to exercise such rights and otherwise act with respect to the Pledged Collateral as if it were the outright owner thereof.

4.3. Pledgor shall (a) receive and hold in trust for the benefit of Secured Party, (b) segregate from the other property or funds of Pledgor, and (c) forthwith pay to Secured Party as Pledged Collateral in the exact form as so received (with any necessary indorsement), any and all payments and other distributions that are received by Pledgor contrary to the provisions of this Article IV.

ARTICLE V. REPRESENTATIONS AND WARRANTIES.

5.1. Pledgor represents and warrants as follows:

(a) Pledgor's exact legal name is correctly set forth in Schedule 1.

(b) Pledgor is duly organized, validly existing, and in good standing under the laws of

the State of Florida and has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(c) The execution, delivery, and performance by Pledgor of this Agreement have been duly authorized by all necessary action of Pledgor, and this Agreement constitutes the legal, valid, and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, subject to the Bankruptcy Code and general principles of equity.

5.2. Pledgor's type of organization, jurisdiction of organization, and place of business (or if it has more than one place of business, its chief executive office) as well as its mailing address, if different, is each correctly set forth on Schedule 1. The information set forth in Schedule 1 with respect to Pledgor is true, accurate and complete in all material respects.

5.3. Except for the security interest created under this Agreement or as permitted under the Loan Agreement, Pledgor is the sole legal and beneficial owner of the Pledged Collateral free and clear of any adverse claim, encumbrance, lien, option, or right of others. No effective financing statement or other instrument covering any part of the Pledged Collateral or listing Pledgor as debtor with respect to such Pledged Collateral is on file in any recording office, except as expressly permitted under the Loan Agreement. Pledgor has rights in or the power to transfer the Pledged Collateral.

5.4. No consent, approval, authorization, or other action by, and no notice to or filing or registration with, any governmental authority or regulatory body or any other third party is required for (a) the execution, delivery, or performance of this Agreement by Pledgor, (b) the grant by Pledgor of the security interest granted hereunder, (c) the exercise by Secured Party of its rights or remedies under this Agreement, except as may be required in connection with the disposition of any portion of the Pledged Collateral by laws affecting the offering and sale of securities generally, or (d) the perfection or maintenance of the first priority security interest created hereunder; except for (i) the actions set forth in Article III with respect to the Pledged Collateral, which actions are in full force and effect and (ii) the filing of financing and continuation statements under the UCC.

ARTICLE VI. COVENANTS.

6.1. Pledgor shall not change its type of organization, jurisdiction of organization, or other legal structure for as long as Pledgor owes any principal, interest, fees, or expenses to Secured Party under the Loan Agreement.

6.2. Without providing at least thirty (30) days' prior written notice to Secured Party and taking all action required by Secured Party for the purpose of perfecting or protecting the security interest granted by this Agreement, Pledgor shall not change its name, organizational identification number, or place of business (or, if Pledgor has more than one place of business, its chief executive office) from those set forth on Schedule 1 for as long as Pledgor owes any principal, interest, fees, or expenses to Secured Party under the Loan Agreement.

6.3. Except as granted under this Agreement, Pledgor shall not (a) sell, assign, or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or (b) create or suffer to exist any lien or encumbrance upon or with respect to any of the Pledged Collateral. Pledgor shall, at its own expense, appear in and defend any action, suit, or

proceeding which may affect its title to, or right or interest in the Pledged Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve, and protect the Pledged Collateral and shall defend against any claims or demands by any third party claiming an interest in the Pledged Collateral that is adverse to Secured Party.

ARTICLE VII. FURTHER ASSURANCES.

7.1. To enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral or to perfect and protect any security interest granted hereby by Pledgor, Pledgor agrees that it shall, from time to time and at its expense, promptly execute and deliver all further instruments and documents, and take all further action that may be necessary, or that Secured Party may reasonably request. Without limiting the generality of the foregoing, Pledgor shall promptly with respect to the Pledged Collateral: (a) execute and file such financing or continuation statements or any other instruments or notices as may be necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the first priority security interest granted hereby by Pledgor, and (b) deliver to Secured Party evidence that all other action that Secured Party may deem reasonably necessary or desirable in order to perfect and preserve the security interest created by Pledgor under this Agreement has been taken.

7.2. This Agreement may be amended to reflect changes in the information contained in Schedule 1, upon the request by Pledgor and the consent of Secured Party, which consent shall not be unreasonably withheld or delayed.

ARTICLE VIII. SECURED PARTY AS PLEDGOR'S ATTORNEY-IN-FACT.

8.1. Pledgor hereby irrevocably appoints Secured Party as its attorney-in-fact, with full authority to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, executing a proxy with respect to the Pledged Collateral and, upon the occurrence of an Event of Default, transferring the Pledged Collateral to itself or a third party pursuant to this Agreement.

8.2. This power of attorney is a power coupled with an interest and is irrevocable until the indefeasible payment and satisfaction in full of Pledgor's obligations under this Agreement and the Loan Agreement. Pledgor hereby ratifies and approves all acts of Secured Party made or taken pursuant to this Section, other than acts made through gross negligence or willful misconduct. Neither Secured Party nor any designee of Secured Party shall be liable for any act or omission or for any error of judgment or mistake of fact or law, except such as may result from Secured Party's gross negligence or willful misconduct.

ARTICLE IX. REMEDIES.

9.1. Upon the occurrence of any Event of Default, Secured Party may exercise in respect of the Pledged Collateral all the rights and remedies of a secured party under the UCC (irrespective of whether the UCC applies to the affected Pledged Collateral), in addition to other rights and remedies provided for herein, in the Loan Agreement, or otherwise available to it, and also may, without notice except as specified below, sell, assign, or deliver the Pledged Collateral or any part thereof in one or more parcels, at the same time

or at different times, at public or private sale, at any exchange, at Secured Party's offices or elsewhere, upon such time, price, and other terms as Secured Party may deem commercially reasonable and for cash, upon credit, or for future delivery, or otherwise in accordance with applicable law.

9.2. With respect to any sale or disposition of any Pledged Collateral that threatens to decline speedily in value or that is of a type customarily sold on a recognized market, Pledgor hereby expressly waives any requirement for demand, advertisement, or notice in connection therewith. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten (10) calendar days' prior notice to Pledgor of the time and place of any public sale or of the time after which any private sale is to be made shall constitute commercially reasonable notice.

9.3. Regardless of the notice of sale of any Pledged Collateral having been given, Secured Party shall not be obligated to make any sale of such Pledged Collateral. Upon the occurrence of any Event of Default, Secured Party may from time to time, without notice, adjourn any public or private sale by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Pledgor hereby agrees that Secured Party shall not be held liable for the failure of the purchaser to purchase or pay for any Pledged Collateral sold by Secured Party for credit or for future delivery and, in the case of such failure, that Secured Party may resell such Pledged Collateral. Pledgor shall not be credited with any net proceeds of the sale of any Pledged Collateral until Secured Party has received cash payment from any such sale.

9.4. Pledgor hereby acknowledges that Secured Party may be unable to sell all or part of the Pledged Collateral upon the occurrence of an Event of Default in a public sale due to certain restrictions contained in the Securities Act of 1933, as amended, or any similar statute hereafter adopted with similar purpose or effect (the "**Securities Act**"), or in applicable "blue sky" or other state securities laws, as now or hereafter in effect, and Pledgor agrees that, upon the occurrence of an Event of Default, to the extent permitted by law, Secured Party may sell any or all of the Pledged Collateral in one or more private sales, at such times and at such prices and upon such other terms as Secured Party may deem commercially reasonable, to a limited number of prospective purchasers who will represent and agree that they are purchasing the applicable Collateral for investment only and not for distribution. Pledgor agrees that any Pledged Collateral sold at such a private sale may be sold at a price and on such terms as are less favorable to the seller than if the sale were delayed or the sale was made in another manner, such as a public offering under the Securities Act, and agrees that Secured Party has no obligation to delay the sale to allow for a public sale or to obtain the maximum possible price for the Pledged Collateral. Pledgor further agrees that any private sales made in the foregoing manner shall be deemed to have been made in a commercially reasonable manner and that Pledgor has no objection to such sales.

9.5. The remedies provided herein in favor of Secured Party shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in favor of Secured Party existing at law or in equity.

ARTICLE X. INDEMNITY AND EXPENSES.

10.1. Pledgor agrees to indemnify and hold harmless Secured Party and its members, managers, officers, employees, agents, and advisors (each, an "**Indemnified Party**") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities, costs, disbursements, and expenses (including, without limitation, reasonable fees and expenses of attorneys, witnesses, and consultants) that may be incurred by or asserted or awarded against an Indemnified Party, in each case arising out of or in connection with or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claim, damage, loss, liability, cost, disbursement, or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

10.2. Upon demand by Secured Party, Pledgor shall pay to Secured Party any and all reasonable costs, disbursements, and expenses (including, without limitation, the reasonable fees and expenses of its attorneys, witnesses, and consultants) incurred by Secured Party in connection with the negotiation, execution, administration, amendment, waiver, enforcement, or collection of this Agreement or the exercise or enforcement of any of the rights or remedies of Secured Party. All sums so incurred by Secured Party for any of the foregoing, and any other amounts due and payable by Pledgor under this Agreement, shall constitute obligations that are secured by this Agreement.

ARTICLE XI. SECURED PARTY MAY PERFORM.

If Pledgor fails to perform any covenant or agreement in this Agreement, Secured Party may perform or cause the performance of such covenant or agreement as it deems necessary to protect the security interest in or the value of the Pledged Collateral granted hereunder, without any obligation to do so and without notice to Pledgor. Pledgor shall reimburse Secured Party for any expenses incurred in connection therewith in accordance with Section 10.2.

ARTICLE XII. SECURED PARTY'S DUTIES.

Other than the safe custody of any Pledged Collateral in its possession and the accounting for monies actually received by it hereunder, Secured Party shall have no duty as to any Pledged Collateral, with respect to the taking of any necessary steps for the preservation of rights against any parties or any other rights pertaining to any Pledged Collateral, or as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relating to any Pledged Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equal to that which Secured Party accords its own property. The powers conferred on Secured Party hereunder are solely to protect Secured Party's interest in the Pledged Collateral and shall not impose any duty upon Secured Party to exercise any such powers.

ARTICLE XIII. TERMINATION; RELEASE.

This Agreement shall create a continuing security interest in the Pledged Collateral and shall remain in full force and effect until the indefeasible payment and satisfaction in full of Pledgor's obligations under this Agreement and the Loan Agreement, at which time the pledge granted

hereby shall terminate and all rights to the Pledged Collateral shall revert to Pledgor. Upon any such termination, Secured Party shall, (a) return all Pledged Collateral in its possession to Pledgor, and (b) execute and deliver to Pledgor such UCC termination statements and other documents, which shall be prepared by Pledgor in form and substance reasonably satisfactory to Secured Party, as Pledgor shall reasonably request to evidence such termination.

ARTICLE XIV. SECURITY INTEREST ABSOLUTE.

14.1. In order to enforce this Agreement, a separate action may be brought against Pledgor regardless of whether any action is brought against Pledgor under the Loan Agreement. The obligations of Pledgor under this Agreement are independent of the obligations under the Loan Agreement.

14.2. The pledge, assignment, and grant of the security interest by Pledgor hereunder, all obligations of Pledgor hereunder, and all rights of Secured Party hereunder shall be irrevocable, absolute, and unconditional irrespective of any or all of the following:

(a) any lack of enforceability or validity of any agreement with respect to any of the obligations that are secured hereby, or any other agreement or instrument relating to any of the foregoing;

(b) any exchange, release, or non-perfection of any lien on any collateral, or any release, amendment, or waiver of or consent under or departure from any guaranty securing any or all of the obligations that are secured hereby;

(c) any change in the time, place, or manner of payment of, or in any other term of, all or any of the obligations that are secured hereby or any other amendment or waiver of or any consent to any departure from the Loan Agreement;

(d) any change, restructuring. or termination of the structure or existence of Pledgor or any of its subsidiaries; and

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Pledgor in respect of the obligations that are secured hereby or this Agreement.

To the maximum extent permitted by applicable law, Pledgor hereby irrevocably waives any defenses relating to the foregoing events, circumstances, and issues in this Section.

14.3. To the extent permitted by applicable law, Pledgor waives (a) demand, notice, protest, or other action taken in reliance hereon, and all other demands and notices of any description, and (b) any and all other suretyship defenses.

14.4. Notwithstanding the provisions of Article XIII, this Agreement, the pledge, assignment and grant of security interest hereunder, and all obligations of Pledgor hereunder shall continue to be effective or be automatically reinstated, as the case may be, if at any time any payment of any of the obligations that are secured hereby is rescinded or must otherwise be returned by Secured Party upon the insolvency, bankruptcy, or reorganization of Pledgor or otherwise, all as though such payment had not been made.

ARTICLE XV. MISCELLANEOUS.

15.1. Waivers; Amendments. No failure or delay on the part of Secured Party to exercise any

right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

(a) All rights, powers, and remedies provided for in this Agreement or otherwise with respect to any of the obligations that are secured hereby are cumulative and are not exclusive of any other rights, powers, and remedies provided by law.

(b) None of the terms or provisions of this Agreement may be waived, amended, supplemented, or otherwise modified except by a written instrument executed by Pledgor and Secured Party.

15.2. Notices. All notices, requests, and demands pursuant hereto shall be made in accordance with Section VI of the Loan Agreement.

15.3. Survival of Agreement. All representations, warranties, agreements, covenants, and indemnities made by Pledgor in this Agreement, except for any amendments, modifications, waivers, or terminations thereof in accordance with the terms hereof, shall survive the execution and delivery of the Loan Agreement and shall continue in full force and effect until this Agreement shall terminate.

15.4. Binding Effect; Successors and Assigns. This Agreement shall become effective as to Pledgor when a counterpart hereof executed on behalf of Pledgor is delivered to Secured Party and a counterpart hereof is executed on behalf of Secured Party. Thereafter, this Agreement shall be binding upon Pledgor and its successors and assigns, and this Agreement shall inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors and assigns.

15.5. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts (including by facsimile or other electronic transmission), and all counterparts taken together shall be deemed to constitute one and the same instrument.

15.6. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA.

15.8. Submission to Jurisdiction; Waiver of Venue.

(a) Pledgor hereby irrevocably and unconditionally submits, for itself and in respect of its property in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment in respect thereof, to the exclusive jurisdiction of any Florida state or federal court sitting in Miami-Dade County, Florida, and any appellate court from any thereof, and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court, to the extent permitted

by applicable law. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in the Loan Agreement shall affect any right that Secured Party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.

(b) To the fullest extent permitted under applicable law, Pledgor irrevocably and unconditionally waives (i) any objection that it may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement in any Florida state or federal court, and (ii) the defense that any such suit, action, or proceeding is brought in an inconvenient forum.

15.9. Service of Process. Pledgor agrees that service of process in any proceeding may be made by registered mail, certified mail, or overnight courier service to it at its address specified in Section VI of the Loan Agreement. Nothing in this Agreement shall be deemed or operate to affect the right of Secured Party to service process in any other manner permitted by law.

15.10. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

15.11. Headings. The headings of each section of this Agreement are included for convenience only and shall not define or limit the provisions of this Agreement.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, Pledgor and Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

IJS Presentations, LLC

By: Gary Brecka (Aug 18, 2023 08:53 PDT)
Name: Gary Brecka
Title: Manager

10X Health Ventures LLC
By: Cardone Ventures, LLC, its Manager

By: Brandon Dawson (Aug 18, 2023 18:11 GMT+2)
Name: Brandon Dawson
Title: CEO

SCHEDULE 1. PLEDGOR INFORMATION

Name of Pledgor: IJS Presentations, LLC

Type of Organization: Limited liability company

Jurisdiction of Organization: Florida

Federal Tax Identification Number: 87-2632579

Place of Business: 893 Vanderbilt Beach Road, Naples, FL 34108

Mailing Address: 1188 Rainbow Drive, Naples, FL 34104

20230818 G Brecka Loan Agreement, Pledge Agreement

Final Audit Report 2023-08-18

Created:	2023-08-18
By:	Jeffrey Peterson (jeff.peterson@pnwblaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKw7-0LfrBCidk2VKpJF6k54p-MdZX-Nn

"20230818 G Brecka Loan Agreement, Pledge Agreement" History

Document created by Jeffrey Peterson (jeff.peterson@pnwblaw.com)
2023-08-18 - 3:38:30 PM GMT

Document emailed to garybreckaprivate@gmail.com for signature
2023-08-18 - 3:40:47 PM GMT

Email viewed by garybreckaprivate@gmail.com
2023-08-18 - 3:52:56 PM GMT

Signer garybreckaprivate@gmail.com entered name at signing as Gary Brecka
2023-08-18 - 3:53:55 PM GMT

Document e-signed by Gary Brecka (garybreckaprivate@gmail.com)
Signature Date: 2023-08-18 - 3:53:57 PM GMT - Time Source: server

Document emailed to brandon@cardoneventures.com for signature
2023-08-18 - 3:53:58 PM GMT

Email viewed by brandon@cardoneventures.com
2023-08-18 - 4:11:20 PM GMT

Signer brandon@cardoneventures.com entered name at signing as Brandon Dawson
2023-08-18 - 4:11:57 PM GMT

Document e-signed by Brandon Dawson (brandon@cardoneventures.com)
Signature Date: 2023-08-18 - 4:11:59 PM GMT - Time Source: server

Agreement completed.
2023-08-18 - 4:11:59 PM GMT

Exhibit 8

LOAN AGREEMENT

This LOAN AGREEMENT ("**Agreement**") is dated and effective as of the date it is fully executed by the parties ("**Effective Date**") and is entered into by and between 10X Health Ventures LLC, a Delaware limited liability company ("**Lender**") and Turning Point Holdings, LLC, a Florida limited liability company ("**Borrower**").

RECITALS

WHEREAS Borrower is a Member of Lender and holds 7,000 Class A Units of Lender;

WHEREAS Borrower desires to borrow funds from Lender, and Lender agrees to lend funds to Borrower pursuant to the provisions of this Agreement;

WHEREAS Borrower and Lender have concurrently executed that certain Pledge Agreement, by which Borrower has pledged to Lender 7,000 Class A Units held by Member (the "**Units**"), all such Units are security for Borrower's full performance of its obligations under this Agreement, and Borrower's execution of the Pledge Agreement is a condition precedent to Lender's obligation to extend credit to Borrower under this Agreement;

WHEREAS Borrower and Lender have executed that certain First Amended and Restated Executive Services Agreement (the "**Services Agreement**"); and

WHEREAS the capitalized terms in this Agreement that are not defined herein have the meanings ascribed to them in the Operating Agreement of 10X Health Ventures LLC, dated September 16, 2021 (the "**LLC Agreement**");

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

AGREEMENT

I. Loan

Subject to the terms and conditions hereof, Lender agrees to lend to Borrower a principal amount up to SEVEN HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 89/100 U.S. DOLLARS (U.S. $738,888.89) (the "**Loan Commitment**"). To the extent the Loan Commitment is disbursed to Borrower pursuant to this Agreement, the Loan Commitment shall constitute a loan from Lender to Borrower (the "**Loan Amount**"), and Borrower agrees to repay the Loan Amount plus accrued interest pursuant to this Agreement. The payment by Lender of the documentary excise tax with respect to the indebtedness evidenced by this Agreement or secured by the Pledge Agreement in the amount of TWO THOUSAND FIVE HUNDRED EIGHTY-SIX and 11/100 U.S. DOLLARS (U.S. $2,586.11) (the "**Stamp Tax**") shall be included in the Loan Amount and Borrower shall be obligated to repay the Stamp Tax pursuant to this Agreement.

II. Disbursements

(a) If this Agreement is executed at or before 2 pm Eastern Time on a business day, Lender shall, on the Effective Date, pay the Stamp Tax and disburse to Borrower a portion of the Loan Commitment in the amount of TWO HUNDRED THIRTY THOUSAND SEVEN HUNDRED FORTY-SEVEN and 21/100 U.S. DOLLARS (U.S. $230,747.21) (the "**Initial Disbursement**"). If this Agreement is executed after 2 pm Eastern Time on a business day or anytime on a weekend or holiday, Lender shall, within one (1) business day of the Effective Date, pay the Stamp Tax and disburse to Borrower the Initial Disbursement.

(b) Subject to Sections II(c) and II(d), Lender shall disburse an additional portion of the Loan Commitment in the amount of THIRTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 89/100 U.S. DOLLARS (U.S. $38,888.89) on the first business day of each month, starting in September 2023 and ending in September 2024 (each an "**Additional Disbursement**" and the Additional Disbursements and the Initial Disbursement are collectively the "**Disbursements**").

(c) Borrower may cancel any Additional Disbursement by giving Lender written notice of the cancellation at least three (3) business days before the date of the scheduled Additional Disbursement. If Borrower gives Lender timely notice of cancellation, Lender will not make the canceled Additional Disbursement and the Loan Amount will not increase thereby.

(d) If Lender's revenue is less than $4,000,000 in any single month from August 1, 2023 through September 30, 2024, Lender may, in its sole and absolute discretion, elect not to disburse any portion of the Loan Commitment under Section II(b) for as long as Lender's monthly revenue is less than $4,000,000. If Lender elects not to make disbursements of any portion of the Loan Commitment pursuant to the foregoing provision, and if Lender's monthly revenue is equal to or greater than $4,000,000 in any subsequent month through September 2024, Lender shall resume making disbursements pursuant to Section II(c); provided, however, Lender may again elect not to disburse any portion of the Loan Commitment if Lender's monthly revenue subsequently falls below $4,000,000. Any portion of the Loan Commitment that is not disbursed to Borrower will not be included in the Loan Amount. Lender shall not be obligated to disburse any portion of the Loan Commitment that Lender elects not to disburse pursuant to this Section.

(e) Lender shall transfer the Disbursements to Borrower by wire transfer or electronic funds transfer into an account designated by Borrower. Lender's receipt of Borrower's account information is a condition to Lender's obligation to transfer the Disbursements, and if Lender does not have Borrower's account information, any deadline of Lender to disburse any portion of the Loan Commitment to Borrower shall be extended until the next business day after Lender receives Borrower's account information.

III. Interest

Beginning on the Effective Date, interest shall accrue on the outstanding balance of the Loan Amount at the annual rate of 5.00%, compounded monthly.

IV. Maturity; Payments

(a) Distributions and advances that would be made to Borrower under Section 6.01 of the LLC Agreement that are not made for tax purposes shall be retained by Lender and applied as payments to the accrued interest and outstanding Loan Amount due under this Agreement until the accrued interest and Loan Amount are paid in full ("**Distribution Payments**"). Notwithstanding the foregoing, all distributions and advances made to Borrower under Section 6.01 of the LLC Agreement for tax purposes shall continue to be paid to Borrower and shall not be considered Distribution Payments for the purposes of this Agreement. Borrower acknowledges and agrees that all Distribution Payments will be treated as distributions or advances to Borrower under the LLC Agreement, and Borrower consents to the Distribution Payments with respect to the accrued interest and outstanding Loan Amount.

(b) The entire outstanding balance of the Loan Amount and all accrued interest shall be due and payable on the Maturity Date. The "**Maturity Date**" is March 15, 2025, which is subject to change pursuant to this Section. Lender and Borrower may agree in writing to change the Maturity Date to a later date. Notwithstanding anything herein to the contrary, if the Services Agreement is terminated for any reason, the termination date of the Services Agreement shall automatically become the Maturity Date under this Agreement.

(c) Payments of principal and accrued interest shall be made by Borrower in cash or, subject to and in compliance with the LLC Agreement and further subject to the written consent of Lender, which shall not be unreasonably withheld, conditioned, or delayed, through the redemption of Class A Units held by Borrower. If Borrower pays the amounts due under this Agreement through Lender's redemption of Class A Units, Borrower and Lender shall select a mutually acceptable third party to determine the value of the Class A Units to be redeemed. The value of the Class A Units to be redeemed shall include discounts for lack of marketability and lack of control.

V. Prepayment

The Loan Amount may be prepaid, in whole or in part, at any time without penalty. Any partial prepayment amount reduces, first, the accrued interest and, second, the Loan Amount. Interest shall immediately cease to accrue upon any portion of the Loan Amount that is prepaid. Interest shall continue to accrue upon the unpaid portion of the Loan Amount.

VI. Notice

Any notice in connection with this Agreement shall be in writing and shall be given by hand, reputable delivery service, or certified U.S. mail, postage prepaid, to the recipient's address indicated below. Notices shall be effective when actually delivered. Any party may change its address for such notices from time to time by notice to the other party.

To Lender

10X Health Ventures LLC
Attn: Brandon Dawson
18851 NE 29th Ave, Unit 1000
Aventura, FL 33180

To Borrower

Turning Point Holdings, LLC
c/o Sage Workinger
1188 Rainbow Drive
Naples, FL 34104

With a copy to:

Berger Singerman LLP
1450 Brickell Ave, Unit 1900
Miami, FL 33131
Attention: James Gassenheimer, Esq.

VII. Assignment of the Agreement

Lender may assign this Agreement; however, any such assignment shall not relieve Lender of its obligations herein. Lender shall provide at least ten (10) days' notice to Borrower of any assignment hereof.

VIII. Modification and Waiver

This Agreement may be modified, or its terms waived, only by an agreement in writing signed by both parties. A waiver of any provision shall not constitute a waiver of that or any other provision in the future.

IX. Default

(a) Each of the following shall constitute an "**Event of Default**" under this Agreement:

Borrower fails to make any payment when due under this Agreement and such payment has not been made within five (5) days after Lender provides Borrower with notice of Borrower's failure to pay;

Borrower fails to materially comply with or to materially perform any other term, obligation, covenant, or condition contained in this Agreement;

Borrower dissolves, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over it or its property, or is named the debtor in a

bankruptcy proceeding that is not dismissed within ninety (90) days; and

Borrower has a change in ownership or control, whether directly or indirectly, of twenty-five percent (25%) or more of its equity.

(b) If any Event of Default shall occur, all commitments and obligations of Lender under this Agreement will immediately terminate (including, without limitation, any obligation to make further Disbursements), and at Lender's option, all amounts due under this Agreement will immediately become due and payable, all without notice of any kind to Borrower. In addition, Lender shall have all the rights and remedies available in the Pledge Agreement and at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy.

X. Time Is of the Essence

Time is of the essence in the performance of this Agreement.

XI. Severability.

If a court of competent jurisdiction determines any provision of this Agreement to be illegal or unenforceable, the provision shall be considered modified so that it becomes legal and enforceable. If the provision cannot be so modified, it shall be deleted from this Agreement. Subject to applicable law, the illegality or unenforceability of any provision of this Agreement shall not affect the legality or enforceability of any other provision of this Agreement.

XII. Fees, Costs, and Expenses

In the event of any litigation by either party to enforce this Agreement, the prevailing party shall be entitled to recover, at trial or on appeal, all costs, expenses, attorneys' fees, witnesses' fees, and consultants' fees.

XIII. Governing Law

The laws of the State of Florida shall apply to the construction and enforcement of this Agreement.

XIV. Waiver of Jury Trial

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

BORROWER:
Turning Point Holdings, LLC

Cicely Sage Workinger (Aug 18, 2023 14:15 EDT)

Name: Cicely S. Workinger

Title: Manager

Date: Aug 18, 2023

LENDER:
10X Health Ventures LLC
By Cardone Ventures, LLC, its Manager

Brandon Dawson (Aug 18, 2023 20:46 GMT+2)

Name: Brandon M. Dawson

Title: CEO

Date: Aug 18, 2023

20230816 S Workinger Loan Agreement, Pledge Agreement

Final Audit Report 2023-08-18

Created:	2023-08-18
By:	Jeffrey Peterson (jeff.peterson@pnwblaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfYMOgvb01XDwGjUIgHgw9qbBmVywWb6r

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Document created by Jeffrey Peterson (jeff.peterson@pnwblaw.com)
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Document emailed to sageworkinger@gmail.com for signature
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Signer sageworkinger@gmail.com entered name at signing as Cicely Sage Workinger
2023-08-18 - 6:15:34 PM GMT

Document e-signed by Cicely Sage Workinger (sageworkinger@gmail.com)
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Document emailed to brandon@cardoneventures.com for signature
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Email viewed by brandon@cardoneventures.com
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Signer brandon@cardoneventures.com entered name at signing as Brandon Dawson
2023-08-18 - 6:46:13 PM GMT

Document e-signed by Brandon Dawson (brandon@cardoneventures.com)
Signature Date: 2023-08-18 - 6:46:15 PM GMT - Time Source: server

Agreement completed.
2023-08-18 - 6:46:15 PM GMT

Exhibit 9

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (this "**Agreement**") dated as of Aug 18, 2023 between Turning Point Holdings, LLC, a Florida limited liability company ("**Pledgor**"), and 10X Health Ventures LLC, a Delaware limited liability company ("**Lender**" or "**Secured Party**").

RECITALS

WHEREAS reference is made to that certain Loan Agreement, dated as of the date hereof by and among Pledgor and Lender;

WHEREAS pursuant to the Loan Agreement, among other things, Lender has agreed to extend credit and make certain financial accommodations to Pledgor upon the terms and subject to the conditions set forth therein; and

WHEREAS it is a condition precedent to Lender's obligation to extend credit to Pledgor under the Loan Agreement that Pledgor execute and deliver this Agreement to Lender;

AGREEMENT

NOW, THEREFORE, in consideration of the premises of and to induce Lender to enter into the Loan Agreement and to induce Lender to make extensions of credit to Pledgor thereunder, Pledgor hereby agrees with Lender as follows:

ARTICLE I. DEFINITIONS.

1.1. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement. Unless otherwise defined in this Agreement or in the Loan Agreement, terms that are defined in Article 8 or 9 of the UCC (as defined below) and that are used in this Agreement shall have the meanings given to them Article 8 or 9 of the UCC.

1.2. As used herein, the following terms shall have the following meanings:

"**Equity Interests**" means shares of stock, securities, units, options, participations, partnership interests or other equity interests of or in a corporation, limited liability company, partnership or other similar entity or any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any of the foregoing.

"**Pledged Collateral**" has the meaning assigned to such term in Section 2.1.

"**Pledged Units**" has the meaning assigned to such term in Section 2.1.

"**UCC**" means the Florida Uniform Commercial Code, as in effect from time to time.

"**Units**" means Pledgor's uncertificated 7,000 Class A Units of 10X Health Ventures LLC, a Delaware limited liability company.

ARTICLE II. PLEDGE.

2.1. As security for the prompt payment or performance, as the case may be, of Pledgor's obligations under the Loan Agreement when due, whether at the Maturity Date, by acceleration, or otherwise (including amounts that would become due but for the fact that they are unenforceable or not allowable under the Bankruptcy Code), Pledgor hereby pledges, grants, transfers, and assigns to Secured Party a first priority security interest in

Pledgor's right, title, and interest in and to the Units (the "**Pledged Units**") and all rights and privileges of Pledgor with respect to the Pledged Units (collectively, the "**Pledged Collateral**").

ARTICLE III. PLEDGED COLLATERAL FINANCING STATEMENT.

3.1. Pledgor hereby irrevocably authorizes Secured Party to file, at any time and from time to time, one or more financing or continuation statements and amendments thereto relating to all or any part of the Pledged Collateral, without the signature of Pledgor if permitted by law, and Pledgor agrees to furnish promptly on request any information Secured Party requires to make such filings.

ARTICLE IV. VOTING RIGHTS; DISTRIBUTIONS; ETC.

4.1. So long as no Event of Default shall have occurred:

(a) Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement; *provided, however*, that no vote shall be cast or consent, waiver, or ratification given or action taken which would have the effect of impairing the position or interest of Secured Party in respect of the Pledged Collateral or be inconsistent with or violate any provision of this Agreement or the Loan Agreement.

(b) Pledgor shall be entitled to receive and retain for its own account any and all payments and other distributions paid in respect of the Pledged Collateral to the extent such are permitted under the terms of the Loan Agreement; and

(c) Upon written notice in advance by Pledgor and at the expense of Pledgor, Secured Party shall execute and deliver, or cause to be executed and delivered, to Pledgor all such proxies and other instruments in such form and for such purposes as Pledgor may reasonably request to enable Pledgor to exercise the rights set forth in Sections 4.1(a) and 4.1(b).

4.2. Upon the occurrence of an Event of Default, all the rights that Pledgor would otherwise be entitled to exercise under Sections 4.1(a) and 4.1(b) shall automatically cease, and all such rights shall thereupon become vested in Secured Party, which shall have the sole right to exercise such rights and otherwise act with respect to the Pledged Collateral as if it were the outright owner thereof.

4.3. Pledgor shall (a) receive and hold in trust for the benefit of Secured Party, (b) segregate from the other property or funds of Pledgor, and (c) forthwith pay to Secured Party as Pledged Collateral in the exact form as so received (with any necessary indorsement), any and all payments and other distributions that are received by Pledgor contrary to the provisions of this Article IV.

ARTICLE V. REPRESENTATIONS AND WARRANTIES.

5.1. Pledgor represents and warrants as follows:

(a) Pledgor's exact legal name is correctly set forth in Schedule 1.

(b) Pledgor is duly organized, validly existing, and in good standing under the laws of

the State of Florida and has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.

(c) The execution, delivery, and performance by Pledgor of this Agreement have been duly authorized by all necessary action of Pledgor, and this Agreement constitutes the legal, valid, and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, subject to the Bankruptcy Code and general principles of equity.

5.2. Pledgor's type of organization, jurisdiction of organization, and place of business (or if it has more than one place of business, its chief executive office) as well as its mailing address, if different, is each correctly set forth on Schedule 1. The information set forth in Schedule 1 with respect to Pledgor is true, accurate and complete in all material respects.

5.3. Except for the security interest created under this Agreement or as permitted under the Loan Agreement, Pledgor is the sole legal and beneficial owner of the Pledged Collateral free and clear of any adverse claim, encumbrance, lien, option, or right of others. No effective financing statement or other instrument covering any part of the Pledged Collateral or listing Pledgor as debtor with respect to such Pledged Collateral is on file in any recording office, except as expressly permitted under the Loan Agreement. Pledgor has rights in or the power to transfer the Pledged Collateral.

5.4. No consent, approval, authorization, or other action by, and no notice to or filing or registration with, any governmental authority or regulatory body or any other third party is required for (a) the execution, delivery, or performance of this Agreement by Pledgor, (b) the grant by Pledgor of the security interest granted hereunder, (c) the exercise by Secured Party of its rights or remedies under this Agreement, except as may be required in connection with the disposition of any portion of the Pledged Collateral by laws affecting the offering and sale of securities generally, or (d) the perfection or maintenance of the first priority security interest created hereunder; except for (i) the actions set forth in Article III with respect to the Pledged Collateral, which actions are in full force and effect and (ii) the filing of financing and continuation statements under the UCC.

ARTICLE VI. COVENANTS.

6.1. Pledgor shall not change its type of organization, jurisdiction of organization, or other legal structure for as long as Pledgor owes any principal, interest, fees, or expenses to Secured Party under the Loan Agreement.

6.2. Without providing at least thirty (30) days' prior written notice to Secured Party and taking all action required by Secured Party for the purpose of perfecting or protecting the security interest granted by this Agreement, Pledgor shall not change its name, organizational identification number, or place of business (or, if Pledgor has more than one place of business, its chief executive office) from those set forth on Schedule 1 for as long as Pledgor owes any principal, interest, fees, or expenses to Secured Party under the Loan Agreement.

6.3. Except as granted under this Agreement, Pledgor shall not (a) sell, assign, or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or (b) create or suffer to exist any lien or encumbrance upon or with respect to any of the Pledged Collateral. Pledgor shall, at its own expense, appear in and defend any action, suit, or

proceeding which may affect its title to, or right or interest in the Pledged Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve, and protect the Pledged Collateral and shall defend against any claims or demands by any third party claiming an interest in the Pledged Collateral that is adverse to Secured Party.

ARTICLE VII. FURTHER ASSURANCES.

7.1. To enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral or to perfect and protect any security interest granted hereby by Pledgor, Pledgor agrees that it shall, from time to time and at its expense, promptly execute and deliver all further instruments and documents, and take all further action that may be necessary, or that Secured Party may reasonably request. Without limiting the generality of the foregoing, Pledgor shall promptly with respect to the Pledged Collateral: (a) execute and file such financing or continuation statements or any other instruments or notices as may be necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the first priority security interest granted hereby by Pledgor, and (b) deliver to Secured Party evidence that all other action that Secured Party may deem reasonably necessary or desirable in order to perfect and preserve the security interest created by Pledgor under this Agreement has been taken.

7.2. This Agreement may be amended to reflect changes in the information contained in Schedule 1, upon the request by Pledgor and the consent of Secured Party, which consent shall not be unreasonably withheld or delayed.

ARTICLE VIII. SECURED PARTY AS PLEDGOR'S ATTORNEY-IN-FACT.

8.1. Pledgor hereby irrevocably appoints Secured Party as its attorney-in-fact, with full authority to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, executing a proxy with respect to the Pledged Collateral and, upon the occurrence of an Event of Default, transferring the Pledged Collateral to itself or a third party pursuant to this Agreement.

8.2. This power of attorney is a power coupled with an interest and is irrevocable until the indefeasible payment and satisfaction in full of Pledgor's obligations under this Agreement and the Loan Agreement. Pledgor hereby ratifies and approves all acts of Secured Party made or taken pursuant to this Section, other than acts made through gross negligence or willful misconduct. Neither Secured Party nor any designee of Secured Party shall be liable for any act or omission or for any error of judgment or mistake of fact or law, except such as may result from Secured Party's gross negligence or willful misconduct.

ARTICLE IX. REMEDIES.

9.1. Upon the occurrence of any Event of Default, Secured Party may exercise in respect of the Pledged Collateral all the rights and remedies of a secured party under the UCC (irrespective of whether the UCC applies to the affected Pledged Collateral), in addition to other rights and remedies provided for herein, in the Loan Agreement, or otherwise available to it, and also may, without notice except as specified below, sell, assign, or deliver the Pledged Collateral or any part thereof in one or more parcels, at the same time

or at different times, at public or private sale, at any exchange, at Secured Party's offices or elsewhere, upon such time, price, and other terms as Secured Party may deem commercially reasonable and for cash, upon credit, or for future delivery, or otherwise in accordance with applicable law.

9.2. With respect to any sale or disposition of any Pledged Collateral that threatens to decline speedily in value or that is of a type customarily sold on a recognized market, Pledgor hereby expressly waives any requirement for demand, advertisement, or notice in connection therewith. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten (10) calendar days' prior notice to Pledgor of the time and place of any public sale or of the time after which any private sale is to be made shall constitute commercially reasonable notice.

9.3. Regardless of the notice of sale of any Pledged Collateral having been given, Secured Party shall not be obligated to make any sale of such Pledged Collateral. Upon the occurrence of any Event of Default, Secured Party may from time to time, without notice, adjourn any public or private sale by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Pledgor hereby agrees that Secured Party shall not be held liable for the failure of the purchaser to purchase or pay for any Pledged Collateral sold by Secured Party for credit or for future delivery and, in the case of such failure, that Secured Party may resell such Pledged Collateral. Pledgor shall not be credited with any net proceeds of the sale of any Pledged Collateral until Secured Party has received cash payment from any such sale.

9.4. Pledgor hereby acknowledges that Secured Party may be unable to sell all or part of the Pledged Collateral upon the occurrence of an Event of Default in a public sale due to certain restrictions contained in the Securities Act of 1933, as amended, or any similar statute hereafter adopted with similar purpose or effect (the "**Securities Act**"), or in applicable "blue sky" or other state securities laws, as now or hereafter in effect, and Pledgor agrees that, upon the occurrence of an Event of Default, to the extent permitted by law, Secured Party may sell any or all of the Pledged Collateral in one or more private sales, at such times and at such prices and upon such other terms as Secured Party may deem commercially reasonable, to a limited number of prospective purchasers who will represent and agree that they are purchasing the applicable Collateral for investment only and not for distribution. Pledgor agrees that any Pledged Collateral sold at such a private sale may be sold at a price and on such terms as are less favorable to the seller than if the sale were delayed or the sale was made in another manner, such as a public offering under the Securities Act, and agrees that Secured Party has no obligation to delay the sale to allow for a public sale or to obtain the maximum possible price for the Pledged Collateral. Pledgor further agrees that any private sales made in the foregoing manner shall be deemed to have been made in a commercially reasonable manner and that Pledgor has no objection to such sales.

9.5. The remedies provided herein in favor of Secured Party shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in favor of Secured Party existing at law or in equity.

ARTICLE X. INDEMNITY AND EXPENSES.

10.1. Pledgor agrees to indemnify and hold harmless Secured Party and its members, managers, officers, employees, agents, and advisors (each, an "**Indemnified Party**") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities, costs, disbursements, and expenses (including, without limitation, reasonable fees and expenses of attorneys, witnesses, and consultants) that may be incurred by or asserted or awarded against an Indemnified Party, in each case arising out of or in connection with or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent such claim, damage, loss, liability, cost, disbursement, or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

10.2. Upon demand by Secured Party, Pledgor shall pay to Secured Party any and all reasonable costs, disbursements, and expenses (including, without limitation, the reasonable fees and expenses of its attorneys, witnesses, and consultants) incurred by Secured Party in connection with the negotiation, execution, administration, amendment, waiver, enforcement, or collection of this Agreement or the exercise or enforcement of any of the rights or remedies of Secured Party. All sums so incurred by Secured Party for any of the foregoing, and any other amounts due and payable by Pledgor under this Agreement, shall constitute obligations that are secured by this Agreement.

ARTICLE XI. SECURED PARTY MAY PERFORM.

If Pledgor fails to perform any covenant or agreement in this Agreement, Secured Party may perform or cause the performance of such covenant or agreement as it deems necessary to protect the security interest in or the value of the Pledged Collateral granted hereunder, without any obligation to do so and without notice to Pledgor. Pledgor shall reimburse Secured Party for any expenses incurred in connection therewith in accordance with Section 10.2.

ARTICLE XII. SECURED PARTY'S DUTIES.

Other than the safe custody of any Pledged Collateral in its possession and the accounting for monies actually received by it hereunder, Secured Party shall have no duty as to any Pledged Collateral, with respect to the taking of any necessary steps for the preservation of rights against any parties or any other rights pertaining to any Pledged Collateral, or as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relating to any Pledged Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equal to that which Secured Party accords its own property. The powers conferred on Secured Party hereunder are solely to protect Secured Party's interest in the Pledged Collateral and shall not impose any duty upon Secured Party to exercise any such powers.

ARTICLE XIII. TERMINATION; RELEASE.

This Agreement shall create a continuing security interest in the Pledged Collateral and shall remain in full force and effect until the indefeasible payment and satisfaction in full of Pledgor's obligations under this Agreement and the Loan Agreement, at which time the pledge granted

hereby shall terminate and all rights to the Pledged Collateral shall revert to Pledgor. Upon any such termination, Secured Party shall, (a) return all Pledged Collateral in its possession to Pledgor, and (b) execute and deliver to Pledgor such UCC termination statements and other documents, which shall be prepared by Pledgor in form and substance reasonably satisfactory to Secured Party, as Pledgor shall reasonably request to evidence such termination.

ARTICLE XIV. SECURITY INTEREST ABSOLUTE.

14.1. In order to enforce this Agreement, a separate action may be brought against Pledgor regardless of whether any action is brought against Pledgor under the Loan Agreement. The obligations of Pledgor under this Agreement are independent of the obligations under the Loan Agreement.

14.2. The pledge, assignment, and grant of the security interest by Pledgor hereunder, all obligations of Pledgor hereunder, and all rights of Secured Party hereunder shall be irrevocable, absolute, and unconditional irrespective of any or all of the following:

(a) any lack of enforceability or validity of any agreement with respect to any of the obligations that are secured hereby, or any other agreement or instrument relating to any of the foregoing;

(b) any exchange, release, or non-perfection of any lien on any collateral, or any release, amendment, or waiver of or consent under or departure from any guaranty securing any or all of the obligations that are secured hereby;

(c) any change in the time, place, or manner of payment of, or in any other term of, all or any of the obligations that are secured hereby or any other amendment or waiver of or any consent to any departure from the Loan Agreement;

(d) any change, restructuring. or termination of the structure or existence of Pledgor or any of its subsidiaries; and

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Pledgor in respect of the obligations that are secured hereby or this Agreement.

To the maximum extent permitted by applicable law, Pledgor hereby irrevocably waives any defenses relating to the foregoing events, circumstances, and issues in this Section.

14.3. To the extent permitted by applicable law, Pledgor waives (a) demand, notice, protest, or other action taken in reliance hereon, and all other demands and notices of any description, and (b) any and all other suretyship defenses.

14.4. Notwithstanding the provisions of Article XIII, this Agreement, the pledge, assignment and grant of security interest hereunder, and all obligations of Pledgor hereunder shall continue to be effective or be automatically reinstated, as the case may be, if at any time any payment of any of the obligations that are secured hereby is rescinded or must otherwise be returned by Secured Party upon the insolvency, bankruptcy, or reorganization of Pledgor or otherwise, all as though such payment had not been made.

ARTICLE XV. MISCELLANEOUS.

15.1. Waivers; Amendments. No failure or delay on the part of Secured Party to exercise any

right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

(a) All rights, powers, and remedies provided for in this Agreement or otherwise with respect to any of the obligations that are secured hereby are cumulative and are not exclusive of any other rights, powers, and remedies provided by law.

(b) None of the terms or provisions of this Agreement may be waived, amended, supplemented, or otherwise modified except by a written instrument executed by Pledgor and Secured Party.

15.2. Notices. All notices, requests, and demands pursuant hereto shall be made in accordance with Section VI of the Loan Agreement.

15.3. Survival of Agreement. All representations, warranties, agreements, covenants, and indemnities made by Pledgor in this Agreement, except for any amendments, modifications, waivers, or terminations thereof in accordance with the terms hereof, shall survive the execution and delivery of the Loan Agreement and shall continue in full force and effect until this Agreement shall terminate.

15.4. Binding Effect; Successors and Assigns. This Agreement shall become effective as to Pledgor when a counterpart hereof executed on behalf of Pledgor is delivered to Secured Party and a counterpart hereof is executed on behalf of Secured Party. Thereafter, this Agreement shall be binding upon Pledgor and its successors and assigns, and this Agreement shall inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors and assigns.

15.5. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts (including by facsimile or other electronic transmission), and all counterparts taken together shall be deemed to constitute one and the same instrument.

15.6. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA.

15.8. Submission to Jurisdiction; Waiver of Venue.

(a) Pledgor hereby irrevocably and unconditionally submits, for itself and in respect of its property in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment in respect thereof, to the exclusive jurisdiction of any Florida state or federal court sitting in Miami-Dade County, Florida, and any appellate court from any thereof, and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court, to the extent permitted

by applicable law. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in the Loan Agreement shall affect any right that Secured Party may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.

(b) To the fullest extent permitted under applicable law, Pledgor irrevocably and unconditionally waives (i) any objection that it may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement in any Florida state or federal court, and (ii) the defense that any such suit, action, or proceeding is brought in an inconvenient forum.

15.9. Service of Process. Pledgor agrees that service of process in any proceeding may be made by registered mail, certified mail, or overnight courier service to it at its address specified in Section VI of the Loan Agreement. Nothing in this Agreement shall be deemed or operate to affect the right of Secured Party to service process in any other manner permitted by law.

15.10. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

15.11. Headings. The headings of each section of this Agreement are included for convenience only and shall not define or limit the provisions of this Agreement.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, Pledgor and Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

Turning Point Holdings, LLC

By: Cicely Sage Workinger (Aug 18, 2023 14:15 EDT)
Name: Cicely S. Workinger
Title: Manager

10X Health Ventures LLC
By: Cardone Ventures, LLC, its Manager

By: Brandon Dawson (Aug 18, 2023 20:46 GMT+2)
Name: Brandon Dawson
Title: CEO

SCHEDULE 1. PLEDGOR INFORMATION

Name of Pledgor: Turning Point Holdings, LLC

Type of Organization: Limited liability company

Jurisdiction of Organization: Florida

Federal Tax Identification Number: 36-4901885

Place of Business: 1188 Rainbow Drive, Naples, FL 34104

Mailing Address: 1188 Rainbow Drive, Naples, FL 34104

20230816 S Workinger Loan Agreement, Pledge Agreement

Final Audit Report 2023-08-18

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