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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

At-Ease Home Services, Inc.
a Delaware corporation
2450 Bluebell Drive, Suite B
Santa Rosa, CA 95403
(707) 786-6880
E-mail: info@at-ease.com
Website: www.at-ease.com

at-ease
HOME SERVICES

The franchisee will operate a home automation sales, installation and support services franchise under the name "At-Ease Home Services." The total initial investment necessary to begin operation of the franchised business ranges from $101,200 to $225,000. This includes $77,500 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Douglas Klein at 2450 Bluebell Drive, Suite B, Santa Rosa, CA 95403; telephone: (707) 786-6880 x922.

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

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

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

Issuance Date: December 8, 2017

STATE COVER PAGE
AT-EASE HOME SERVICES, INC.

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit A** for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN THE CITY AND STATE IN WHICH OUR HEADQUARTERS IS LOCATED, CURRENTLY SANTA ROSA, CALIFORNIA. OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE FRANCHISOR IS AT AN EARLY STATE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY.

4. YOUR SPOUSE MAY BE REQUIRED TO SIGN A DOCUMENT, SUCH AS A GUARANTEE, THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THIS FRANCHISE AGREEMENT EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISE BUSINESS. IF YOU LIVE IN A COMMUNITY PROPERTY STATE, YOUR SPOUSE MAY BE LIABLE FOR YOUR FINANCIAL OBLIGATIONS EVEN IF HE OR SHE HASN'T SIGNED ANYTHING. IN EITHER CASE, BOTH YOU

AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE, COULD BE LOST IF YOUR FRANCHISE FAILS.

5. YOU MUST MEET MINIMUM PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California: Pending

TABLE OF CONTENTS

Page

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

ITEM 2 BUSINESS EXPERIENCE 3

ITEM 3 LITIGATION 3

ITEM 4 BANKRUPTCY 4

ITEM 5 INITIAL FEES 4

ITEM 6 OTHER FEES 5

ITEM 7 ESTIMATED INITIAL INVESTMENT 9

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 12

ITEM 9 FRANCHISEE'S OBLIGATIONS 15

ITEM 10 FINANCING 17

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 17

ITEM 12 TERRITORY 23

ITEM 13 TRADEMARKS 25

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 27

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 28

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 28

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 28

ITEM 18 PUBLIC FIGURES 34

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS 34

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION 35

ITEM 21 FINANCIAL STATEMENTS 37

TABLE OF CONTENTS
(continued)

Page

ITEM 22 CONTRACTS 37

ITEM 23 RECEIPTS 38

Exhibits

A. List of State Franchise Administrators

B. List of Agents for Service of Process

C. Financial Statements

D. Franchise Agreement and State-Specific Addenda

E. State-Specific Addenda to Disclosure Document

F. Brand Standards Manual Table of Contents

COPIES OF RECEIPT

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS, IF ANY, APPEAR IN STATE SPECIFIC ADDENDA TO THE DISCLOSURE DOCUMENT IN EXHIBIT E, OR IN STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT IN EXHIBIT D.

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "us" or "we" or "our" or "At-Ease" means the franchisor – At-Ease Home Services, Inc., a Delaware corporation. "You" means the person or entity that buys the franchise. If the franchisee is a corporation, limited liability company or other entity, "you" may also refer to its owners.

Franchisor, Parents and Affiliates

We conduct business under the name At-Ease Home Services. We are a Delaware corporation formed on February 19, 2016. Our principal place of business is 2450 Bluebell Drive, Suite B, Santa Rosa, California 95403. Our telephone number is (707) 786-6880. Our affiliate, Summit Technology Group, Inc., a California corporation, is a supplier of services and products to franchisees. We refer to this affiliate as "Summit Technology" in this Disclosure Document. Its principal business address is 2450 Bluebell Drive, Santa Rosa, California 95403. Other than Summit Technology, we do not have any predecessors, parents or affiliates that offer franchises or provide products or services to our franchisees.

We are in the business of granting and administering a franchise program for the operation by franchisees of At-Ease Home Services businesses. We do not currently conduct any business activities other than franchising businesses that operate At-Ease Home Services businesses. Our affiliate, Summit Technology Group, Inc. has operated a business that includes a home automation design installation and support services division doing business as Summit Electronic Systems since 1990. Summit Technology Group, Inc. was founded in 1968 and now includes a Summit Solar division and a division that provides commercial solutions for voice, data, video and engineered networks in addition to its Summit Electronic division.

Agents for Service of Process

Our agents for service of process are disclosed in **Exhibit B**.

The Business We Offer

We offer a franchise under the name At-Ease Home Services to operate a home automation installation and support services business. Franchisees will offer home automation design and installation services, which involves design and installation of electronic control and automation equipment for electrical communications systems, fixtures and appliances, such as entertainment, lighting, security, climate control and telecommunication systems. Franchisees will provide low-voltage wiring, home electronics and automation services, HVAC controls and related technical maintenance support services for residential properties. In most instances, the At-Ease Home Services business will be an "add-on" to an existing business owned by a franchisee. We may offer multi-unit or area development agreements in the future.

Market

The general market for the goods and services offered by your At-Ease Home Services business is the general public, new and remodel residential contractors, and residential developers. Your competitors include independent home automation design and installation companies, security companies, cable television providers, and retailers to the do-it-yourself market.

Applicable Regulations

In addition to laws and regulations that apply to businesses generally, you may be subject to regulations relating to contractors in your state, city or county, including those governing construction and zoning ordinances, as well as public health and safety codes and ordinances. You must have any contractor's licenses required in your state, city or county.

You will also have to comply with any general laws and regulations relating to the acceptance of credit cards, including the Payment Card Industry ("PCI") Data Security Standard ("DSS"). Compliance with the PCI DSS is your responsibility. You must also comply with data privacy laws that affect the safekeeping of member information, and regulations that apply to electronic marketing, like faxes, emails, text messaging and telemarketing.

There are also state and federal laws and regulations that apply to credit transactions, such as the Federal Truth in Lending Act and Regulation Z, and various other credit related statutes like the Equal Credit Act and Fair Debt Collection Practices Act. These laws and regulations vary from state to state and may affect your operations.

You must also comply with regulations concerning smoking, sanitation, discrimination, employment and sexual harassment laws as well as the Americans with Disabilities Act, which requires readily accessible accommodations for disabled individuals and may affect your operations.

You should consult with your own advisors and the government agencies in your state for information on how these laws apply to you. Among the laws and regulations that apply to businesses generally, you must comply with the Patient Protection and Affordable Care Act, 42 USC 18001.

Prior Experience

We began offering franchises as of the date this Disclosure Document was issued. Our affiliate does not offer franchises. Neither we nor our affiliate have offered franchises in any other line of business.

ITEM 2

BUSINESS EXPERIENCE

Larry Dashiell: Chief Executive Officer

Mr. Dashiell is the founder of At-Ease and has served as our Chief Executive Officer since our initial organization in February 2016. Mr. Dashiell has also served as Chief Executive Officer and the primary owner of Summit Technology Group, Inc. since 1986. He is also a co-founder and past board member of the Redwood Empire Independent Electrical Contractors which is now part of Western Electrical Contractors Association which supports professional training programs and standards for electricians in Northern California. Mr. Dashiell has also served on the board of directors, as chairman of the Idea Bank, and as Secretary and Treasurer of the Executive Committee of the Custom Electronics Design Installation Association, which represents 3,700 member companies and 30,000 industry professionals worldwide.

Curtis Kahnberg: Chief Operating Officer

Mr. Kahnberg is an At-Ease co-founder and has served as our Chief Operating Officer since August 2016. Before that, from May 2014 to October 2016, he was Senior Program Manager for Calix, an equipment provider serving telecommunications service provider located in Petaluma, California. From October 2008 to May 2014, Mr. Kahnberg was Senior Program Manager and Field Application Engineer at Enphase Energy, an international solar power and renewable energy equipment provider located in Petaluma, California.

Douglas Klein: Chief Financial Officer

Mr. Klein is an At-Ease co-founder and has served as our Chief Financial Officer since August 2016. Before that, he served as Chief Financial Officer of VIA International, Inc., a home automation design and installation company from February 2015 to October 2015 located in Scottsdale, Arizona. From March 2009 to May 2013 and from January 2014 to January 2015, Mr. Klein served as Chief Financial Officer at Goodmans Interior Structures, Inc. in Phoenix, Arizona. From May 2013 to January 2014, Mr. Klein was also Chief Financial Officer of Global Dental Science, LLC in Scottsdale, Arizona. He is also a Director of Grayhawk Business Partners, Inc.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

You must pay us a nonrefundable initial franchise fee of $50,000 in a lump sum when you sign the Franchise Agreement. If you are an existing franchisee that is already operating an At-Ease Home Services business, and you purchase an additional franchise in an area that is contiguous to your existing authorized area, you will pay a reduced initial franchise fee equal to 75% of our then-current initial franchise fee. We may discontinue any discounts at any time.

You must pay a nonrefundable initial classroom training fee of $4,500 for the initial training program when you sign the Franchise Agreement. This fee covers training for you and up to two of your personnel.

You must also pay a nonrefundable on-site training fee of $4,500 when you sign the Franchise Agreement. This covers training at your primary business location for you and your staff.

You must also pay a nonrefundable technology set up fee of $8,500 for an Apple iPad Pro tablet (or the equivalent) and the initial license to use certain software applications that we require you to use to conduct your At-Ease Home Services business. This fee is due when you sign the Franchise Agreement.

You must also purchase a demonstration equipment package for a nonrefundable price of $10,000, payable when you sign the Franchise Agreement. This package includes a selection of home automation equipment and software that will be used for on-site training, including design and installation at a home in your authorized area. You may also purchase additional hardware and software from us at your option if you want to expand the capabilities for the home you select.

Except as described above, all of these fees are uniform.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	The greater of:(i) 6.5% of gross revenues; or (ii) $6,500 in year 1, $19,500 in year 2, $26,000 in year 3, $29,250 in year 4, or $32,500 in year 5	Weekly on Wednesday	See Note 1.
Design and Engineering Fee	For each project you perform, the greater of $150 or 3% of the gross revenue from the project	Weekly on Wednesday	See Note 2.
System Marketing Fund Contribution	Up to 3% of gross revenues, currently 3% of gross revenues	Monthly, on the 7th of the month	See Note 3.
Fee For Initial Classroom Training for Additional Personnel	$1,500 per person	Upon demand	See Note 4.
Additional Training Fee	$1,200 per day per trainer; plus expenses	Upon demand	See Note 5.
Annual Conference Fee	Up to $3,000 per person, currently, $1,500 per person; plus expenses	Upon demand	See Note 6.
Alternative Supplier Evaluation Fee	Our costs and expenses	Upon demand	See Note 7.
Technology Fee	$500 per month plus $30 per user per month	Monthly, on the 7th business day	See Note 8.
Transfer Fee	50% of the then-current initial franchise fee if buyer is a new franchisee; 25% of the then-current initial franchise fee if buyer is an existing franchisee	Upon application to transfer	See Note 9.

Type of Fee	Amount	Due Date	Remarks
Successor Term Fee	$10,000	Upon notice you wish to enter successor term	See Note 10.
Late Fee	Lesser of 2% per month or maximum amount permitted by law	When payment is overdue	See Note 11.
Insufficient Funds Fee	Our then-current fee, currently $100 per occurrence	Upon demand	See Note 12.
Audit Fee	Cost of audit	Upon demand	See Note 13.
Indemnification	Payment of our losses and costs	Upon demand	See Note 14.
Our Attorneys' Fees and Costs	Attorneys' fees and costs	Upon demand	See Note 15.
Reimbursement of Insurance Costs	Premiums, costs and expenses	Upon demand	See Note 16.

All fees are imposed by and are payable to us, unless otherwise noted. We may vary the frequency and method of payment. As of the date this Disclosure Document was issued, we require you to pay most fees through electronic fund transfer. All fees are uniformly imposed and are non-refundable, unless otherwise noted. If you are located in a state in which we do not have an office or other physical presence, and the state or local taxing authority imposes a tax on any payment you are required to make to us (either by requiring you to withhold the amount of the tax or by requiring us to pay it), you must pay us the difference between the payment as originally calculated and the payment we receive from you after deducting the tax if we do not receive a refund or credit.

Notes:

1. Gross revenues means all revenues you receive from the operation of your At-Ease Home Services business (including any payments under business interruption insurance coverage), deducting only amounts paid to any governmental tax authority for sales or use tax and any customer refunds made in accordance with our policy. You must meet minimum performance requirements which require you to achieve a minimum amount of gross revenue per year and, as a result, pay a minimum royalty. You must pay the greater of 6.5% of your gross revenues or the minimum royalty amount listed in your Franchise Agreement. You must make these payments each Wednesday for the preceding week. If Wednesday is a federal holiday, you must pay on the next business day. We may adjust the frequency of the payment of the royalty fee at any time. The royalty fee must be paid by electronic funds transfer as of the date

this Disclosure Document was issued. You must also submit a detailed financial report of your overall and At-Ease business activity when you pay the royalty fee.

2. You must pay us this amount for each project you perform. You pay this fee on the Wednesday of the week following the delivery of a project design and installation plan that we provide to you for the project. If the Wednesday is a federal holiday, you must pay on the next business day. A project incorporates the hardware (including wiring and cable), software, and labor to deliver a home automation system purchased by a customer for a single residential or business unit. If the manufacturer of any hardware component utilized in a project does not publish or provide an MSRP, then we will apply a typical gross margin to the standard dealer cost of the component to determine the MSRP.

3. We have established a system marketing fund to which you will be required to contribute a percentage of your gross revenues. You must pay this fee by electronic funds transfer as of the date this Disclosure Document was issued.

4. We charge this fee for providing initial classroom training to any additional personnel beyond the first three persons.

5. If we determine that additional training is advisable or if we agree to conduct additional training or provide additional operations assistance at your request, we will charge you this fee. If the training or operations assistance is provided on-site at your At-Ease Home Services business, you must also reimburse us for the trainer's travel, lodging and food expenses. You must pay this to us before we provide the additional training or operations assistance.

6. If we establish an annual conference for franchisees, you must pay this fee to attend.

7. If you request our approval for an alternative supplier for any products or services you use in your At-Ease Home Services business, you must reimburse us for the costs plus travel expenses for us to evaluate and approve an alternative supplier. This fee is payable when you request that we evaluate a proposed supplier, and is not refundable if we do not approve the supplier.

8. You must pay this monthly fee and the per-user fees for access to the At-Ease customer relationship management (CRM), intranet, training, design and quoting, and other software we license to you to conduct At-Ease business. We reserve the right to increase this fee annually upon 30 days' prior notice, up to $900 per month. We may change the computer system and software we require you to use at any time. If we do so, we may adjust the fee you pay.

9. You pay 50% of the then-current initial franchise fee if the transferee is not one of our existing franchisees and 25% of the then-current initial franchise fee if the transferee is one of our existing franchisees that we have approved to develop additional locations. You must pay the transfer fee to us when you submit an application to transfer. If we do not consent to the transfer, we will return the

transfer fee, less our expenses. There are other conditions to your ability to transfer. See Item 17.

10. You must pay this fee when you send us notice that you wish to continue with a successor term. You must be in good standing to continue. There are other conditions to continue with a successor term. We may retain this fee whether or not we grant your request. See Item 17.

11. If you do not pay any amount when due, you must pay a late charge of 2% per month or the maximum rate permitted by law, if less.

12. As of the date this Disclosure Document was issued, we collect monies from you via electronic funds transfer (EFT). You must pay us $100 per occurrence if your check is dishonored or if there are insufficient funds in your account.

13. You must pay our cost of an audit of your records if the audit shows an understatement of at least 2% of fees due for the period audited. The cost of the audit will vary depending on factors such as the amount of time that is the subject of the audit and the state of your records and will include accounting and legal fees, travel expenses, room and board and compensation for our representatives. We may audit your records at any time without notice. This fee is in addition to any delinquent fees and late charges.

14. You must defend us and our affiliates and representatives and pay for any claims and losses to us resulting from your actions or failure to act.

15. If there is a dispute between us, the prevailing party will be entitled to attorneys' fees and costs (including court costs). If we obtain injunctive relief against you because you breach the Franchise Agreement's provisions concerning use of our trademarks, trade secrets or confidential information or if you do not comply with your obligations under the Franchise Agreement upon termination or expiration, you must also reimburse us for our attorneys' fees and costs.

16. If you fail to obtain and maintain the insurance coverage we specify, we may obtain the insurance for you and your At-Ease Home Services business and you must reimburse us for all premiums, costs and expenses we incur.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
Type Of Expenditure	**Amount**	**Method Of Payment**	**When Due**	**To Whom Payment Is To Be Made**
Initial Franchise Fee	$50,000	Lump Sum	At signing of Franchise Agreement	Us
Initial Classroom Training Fee	$4,500	Lump Sum	At signing of Franchise Agreement	Us
On-Site Training Fee	$4,500	Lump Sum	At signing of Franchise Agreement	Us
Technology Set-Up Fee	$8,500	Lump sum	At signing of Franchise Agreement	Us
Demonstration Equipment Package	$10,000	Lump Sum	At signing of Franchise Agreement	Us
Installation of Demonstration Equipment (Note 1)	$3,200-$5,000	As incurred	As incurred	Vendors
Utility and Security Deposits (Note 2)	0 - $3,000	As incurred	As incurred	Landlord, utilities
Furniture and Fixtures (Note 2)	0 - $20,000	As incurred	As Incurred	Vendors
Business Computer System & Software (Note 3)	0 - $3,000	As incurred	As incurred	Vendors
Interior & Exterior Signs	$1,000 - $25,000	As incurred	As incurred	Vendors

Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Miscellaneous Equipment & Supplies	$2,000 - $5,000	As incurred	As incurred	Vendors
Initial Inventory (Note 4)	0 - $2,500	As incurred	As incurred	Vendors
Business Licenses and Permits (Note 5)	0 - $2,500	As incurred	As incurred	Government Entities
Professional Fees (Note 6)	$500 - $15,000	As incurred	As incurred	Vendors
Insurance	$500 - $5,000	As incurred	As agreed to with insurance provider	Insurance provider
Training Expenses (Note 7)	$1,500 - $10,000	As incurred	As incurred	Airlines, hotels, restaurants and other vendors
Rent	$0 - $9,000	As incurred	As agreed with Landlord	Landlord
Initial Launch Marketing (Note 8)	$10,000	As incurred	As incurred	Media and other vendors
Additional Funds – 3 months (Note 9)	$5,000- $12,500	Varies	As incurred	Varies
TOTAL (Note 10)		**$101,200 - $225,000**		

Notes:

1. We do not install the initial demonstration equipment and related components and you will incur costs to do so. We estimate your labor cost to be $40 to $50 per hour for 80 to 100 hours.

2. This estimate includes situations where you have an existing business located within your protected area and are adding on an At-Ease Home Services business.

3. This estimate includes the cost if you need to add a personal computer and business software (e.g., QuickBooks) to comply with the financial reporting requirements.

4. The amount of initial inventory you will purchase will depend on the size and type of geographic location of your At-Ease Home Services business and the demographics of the population in the area.

5. This estimate is subject to any state and local requirements for licenses and permits.

6. This figure includes our estimate of the cost for you to consult with independent legal and other professional advisors.

7. This amount varies depending on how far you are from our training location in Santa Rosa, California and on the number of people attending training.

8. You must conduct initial launch marketing for your At-Ease Home Services business. You must spend at least $10,000 on initial launch marketing and promotions within the first 90 days after opening.

9. These expenses are additional funds you may need to expend during the initial phase of the business (3 months) including staff salaries, rent, local marketing, insurance premiums, facility occupancy costs, and normal operating expenses such as utility, phone and janitorial services. They do not account for any revenues during this period of time, nor do they include any salary or other payments to you. They are estimates and we cannot guarantee that you will not have additional expenses above this estimate when starting the business. Your costs will depend on factors such as how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the prevailing wage rate in your particular geographic area and competition.

10. We base our estimate of these expenses on our affiliate's experience. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

All figures in Item 7 are estimates. We strongly advise that you review the estimated financial information with an advisor, such as a lawyer or an accountant. Actual costs will vary for each franchisee depending on a number of factors. The amounts payable to us are nonrefundable unless otherwise noted. The refundability of other amounts depends upon your agreement with the applicable supplier or other party.

We do not offer direct or indirect financing to franchisees for any items as of the date this Disclosure Document was issued, but we may suggest financing sources to assist you.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Designated Products and Services

You must purchase all products and services we designate, including home theater, lighting control, total control and automation, security and surveillance and voice and data networks, computer hardware and software, from us or our affiliate. These items are part of our system and intrinsically associated with the At-Ease Home Services brand. We and our affiliate will derive revenue from these sales. We also may receive revenues, rebates or other benefits from suppliers on account of purchases or leases by franchisees.

You must use the computer hardware and software system that we specify. As of the date this Disclosure Document was issued, you must have available or purchase a desktop or laptop computer capable of running the most current version of Windows or OS X and QuickBooks or an equivalent program and tablets to use for general business purposes and quoting in the field and must obtain a high speed internet connection sufficient to manage your At-Ease Home Services business. We require that you use the customer relationship management (CRM), design and quoting software, intranet, training, service ticket, and other software that we supply. You must pay an initial set-up fee and monthly fees for the use of the software to provide technological services such as a help desk and an Intranet and website support. We also require that you maintain an e-mail address through us, for which you must pay a fee to us. We reserve the right to designate, change or modify the required hardware and software at any time.

You may either conduct accounting yourself or hire a bookkeeper or accountant to provide accounting services using Quickbooks accounting software or other comparable accounting software that we approve. Your records and reports, including your chart of accounts, that you provide to us must comply with our accounting and reporting standards, as described in the Brand Standards Manual. If you do not meet our accounting and reporting standards, we may require you to hire a third party accounting firm we designate.

Equipment

You must purchase a demonstration equipment package from us for installation in a location you designate for demonstration to prospective franchisees and customers. You must also arrange for the installation of the equipment and related components at your expense and during the time period we designate to coordinate with on-site training.

All other equipment, products and services used in or sold at your At-Ease Home Services business must meet our specifications and standards and be approved by us.

You may only purchase equipment, products and services from suppliers we have designated or approved, which may be us or our affiliate. We will issue specifications and standards and provide you with a list of approved equipment, products, services and suppliers in notices we send you or in the Brand Standards Manual and in bulletins and supplements to the Brand Standards Manual.

Approval of Alternative Suppliers

In order to obtain our consent to an alternative supplier, you must meet the following conditions. We may elect not to consider your request if we determine we already have sufficient supplier(s) to provide the product or service.

(1) You must send a written request to us and agree to pay our expenses in evaluating the proposed supplier;

(2) The supplier must demonstrate that it can supply an item or service meeting our specifications. This may mean providing us with samples, allowing us or our representatives to perform tests and inspect its facility;

(3) The supplier must demonstrate its financial soundness, reputation and the reliability of its product or service;

(4) The supplier or provider must maintain the insurance coverage we require and must name both you and us as additional insureds with the right to notice before modification or cancellation of coverage; and

(5) If the item will bear our affiliate's trademark, we may require the supplier to sign a license agreement which may include a royalty payment to us or our affiliate.

We generally will notify franchisees of our consent or decision not to consent to a supplier within 90 days after we have received all of the information we need from you and the proposed supplier to determine the suitability of the proposed supplier and its products or services. Suppliers to which we consent will be added to the supplier list that we maintain in the Brand Standards Manual. We may notify you that the consent to a supplier is revoked at any time. If we revoke our consent to a supplier, you must immediately stop using that supplier.

Officer-Owned Suppliers

Our CEO owns Summit Technology Group, Inc. Otherwise, none of our officers owns an interest in any supplier as of the date this Disclosure Document was issued.

Insurance

You must obtain the insurance coverage required by the Franchise Agreement and as we may periodically notify you from a carrier with a minimum rating of A- by Best's Insurance Review. You must obtain our consent to the carrier you use. You must

obtain coverage against all loss and liability from the operation of your At-Ease Home Services business, including the following:

(1) general liability coverage in the minimum amount of $2,000,000 in the aggregate and $1,000,000 per occurrence;

(2) automobile insurance covering the vehicles used in your At-Ease Home Services business in the minimum amount of $1,000,000 per occurrence;

(3) property damage coverage in the minimum amount of the replacement cost;

(4) worker's compensation coverage, including employer's liability, with limits as required by law;

(5) business interruption coverage in the minimum amount of $1,000,000 per occurrence;

(6) umbrella liability coverage in the minimum amount of $2,000,000 per occurrence; and

(7) such other limits and coverage as we may periodically require or is required by law.

The required coverage is subject to change. We, along with any of our affiliates that we designate, must be named as an additional insured on all of the above policies, and we must receive at least 30 days' prior written notice from the insurer of any changes to insurance coverage or default or termination of coverage. You must provide us with copies of all insurance policies written on your behalf related to the franchised business.

Other Information

We have not negotiated purchase arrangements with suppliers for the benefit of franchisees as of the date this Disclosure Document was issued, but we may do so in the future.

We do not provide material benefits (such as renewal or granting additional franchises) to franchisees based on use of designated or approved suppliers as of the date this Disclosure Document was issued, but we may do so in the future.

We do not have any purchasing or distribution cooperatives as of the date this Disclosure Document was issued, but we may elect to establish them in the future.

We estimate that the required purchases and leases described in this Item will constitute approximately 80% to 90% of all purchases and leases you will incur to establish your At-Ease Home Services business and 50% to 60% of your purchases and leases to operate your business.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 2A of Franchise Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Section 2A of Franchise Agreement	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Section 2 of Franchise Agreement	Items 7, 8 and 11
d. Initial and ongoing training	Section 3 of Franchise Agreement	Items 5, 6 and 11
e. Opening	Section 2 of Franchise Agreement	Item 11
f. Fees	Sections 2C(2)(e), 3A, 4B(1), 5, 7, 10C, 14B, 13B(3)(e), of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/operating manual	Section 3B of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Section 11 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Section 4A of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 4A(5) of Franchise Agreement	Item 16
k. Territorial development and sales quotas	Section 4G of Franchise Agreement	Item 12

Obligation	Section in Agreement	Disclosure Document Item
l. Ongoing product/service purchases	Section 4B of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Section 4F of Franchise Agreement	Item 17
n. Insurance	Section 5 of Franchise Agreement	Items 7 and 8
o. Advertising	Section 9 of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 16 of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Section 4D of Franchise Agreement	Item 15
r. Records and reports	Sections 8B, 8C and 9 of Franchise Agreement	Item 6 and 8
s. Inspections and audits	Section 10 of Franchise Agreement	Item 6
t. Transfer	Section 15 of Franchise Agreement	Items 6 and 17
u. Renewal	Section 1C of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Section 14 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 12 of Franchise Agreement	Item 17
x. Dispute resolution	Section 17J of Franchise Agreement	Item 17

Obligation	Section in Agreement	Disclosure Document Item
y. Other: Spousal Consent (Note 1); Owner Guaranty (Note 2); Confidentiality and Non-Competition Agreement (Note 3)	Exhibits B and D to the Franchise Agreement	Items 9 and 22

Notes:

1. The spouse of an individual franchisee (and the spouse of each owner of a franchisee that is an entity) must sign a spousal consent (Exhibit B to Franchise Agreement).

2. Each individual who owns an interest in a franchisee that is a business entity may be required to sign an agreement guaranteeing all obligations of the "Franchisee" under the Franchise Agreement (Exhibit D to Franchise Agreement).

3. Each individual who owns an interest in a franchisee that is a business entity (and the spouse of each owner of a franchisee that is an entity) and each employee of franchisee may be required to sign an agreement to maintain confidentiality and not to compete (Exhibit E to Franchise Agreement).

ITEM 10

FINANCING

We do not currently offer direct or indirect financing, although we may do so in the future. We do not guarantee your note, lease, or obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, At-Ease Home Services, Inc. is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your At-Ease Home Services business, we:

1. Will designate an authorized area for your At-Ease Home Services business. Your At-Ease Home Services business office must be located within your authorized area. (See Franchise Agreement, Section 1A; Exhibit A)

2. Will provide you with the standards for setting up your At-Ease Home Services business office. (See Franchise Agreement, Section 2A)

3. Will provide you with the initial classroom training described below. (See Franchise Agreement, Section 3A(3))

4. Will provide you with on-site assistance with training sales calls and assistance for up to 3 days after you open. (See Franchise Agreement, Section 3A(4))

5. Will lend you one copy of the Brand Standards Manual when it is completed. The manual is confidential and remains our property. We will modify this manual periodically. As of the date this Disclosure Document was issued, the Brand Standards Manual was not yet finalized. The Table of Contents we anticipate using is attached as **Exhibit F**. (See Franchise Agreement, Section 3B)

6. Will provide you with an initial inventory package of home automation equipment and software for which you must pay a fee. (See Franchise Agreement, Section 4B(1))

7. Will provide you with assistance in planning your initial launch marketing activities. (See Franchise Agreement, Section 9D)

8. Will provide sales programs and materials for your At-Ease Home Services business. (See Franchise Agreement, Section 9A)

9. Will provide you with written specifications for suppliers and a list of approved and designated suppliers. (See Franchise Agreement, Section 4A(1))

10. Will designate the CRM, design and quoting software you must use and for which you must sign a Software License Agreement; we will deliver and install the system for a fee. (See Franchise Agreement, Section 4A(2))

11. Will provide you with one or more business email addresses for which you pay a monthly fee. (See Franchise Agreement, Section 4A(3))

You must open your At-Ease Home Services business within the earlier of 30 days after completing initial training or 60 days after signing the Franchise Agreement. If you do not do so, your Franchise Agreement may terminate. The factors that affect these deadlines are completing initial training to our satisfaction, obtaining permits and licenses, completing installation of equipment, fixtures, and signs and zoning and local ordinances.

Post-Opening Assistance

During the operation of your At-Ease Home Services business, we:

1. May periodically update the Brand Standards Manual, including supplier designation and updates to standards and specifications. (See Franchise Agreement, Section 3B)

2. Will furnish advice and guidance to you on the operation of the franchised business and provide ongoing support. (See Franchise Agreement, Section 3C)

3. Will evaluate and decide whether or not to consent to any advertising materials you propose to use. (See Franchise Agreement, Section 9C)

4. May contract with third party suppliers to conduct quality service audits as part of our ongoing support program. (See Franchise Agreement, Section 10)

5. Will provide additional training as described below. (See Franchise Agreement, Section 3A(5))

6. May host a national conference which you must attend as described below. (See Franchise Agreement, Section 3A(5))

7. May designate and negotiate pricing with suppliers for merchandise, equipment, inventory and supplies. (See Franchise Agreement, Section 4B(3))

8. May periodically assist you in developing a business plan for the operation and marketing of your Franchised Business. (See Franchise Agreement, Section 9B)

System Marketing

We administer a system marketing fund to which you must contribute. You must contribute 2% of your gross revenues to the marketing fund.

The proceeds from the system marketing fund will be used for marketing and promotional purposes, and we may elect to disseminate our promotional materials through any media including Internet, television, radio and print media such as magazines, billboards, flyers or mailers and newspapers. We may use the system marketing fund for any of the following purposes:

(1) to employ an outside consultant or advertising agency to assist in the development, production and dissemination of promotional materials;

(2) to develop promotional and advertising materials for your use such as brochures, handouts, ad slicks and similar materials;

(3) to hire a website management firm to manage the website and search optimization; or

(4) to pay administrative expenses, including allocation of overhead and salaries of our personnel.

We are not required to spend any specific amount on advertising in the area in which your At-Ease Home Services business is located. We reserve the right to conduct local, regional or national advertising campaigns. As of the date this Disclosure Document was issued, we require franchisees to contribute to the system marketing fund at the same rate, although there may be exceptions in some circumstances in the future. Neither we nor our affiliate will contribute to the system marketing fund, although this may change in the future. Any amounts in the advertising fund not spent during one year will carry over to the next year. We do not plan to use any of the system marketing fund contributions principally to solicit new franchise sales. We may deposit amounts contributed to the advertising fund in our general operating account.

The fund is not audited, but we may prepare periodic financial reports on the advertising fund and, if we do so, they will be available to you upon request.

Local Marketing

We require that you spend a minimum of 3% of gross revenues on local advertising and promotions. You must submit reports documenting your local advertising and promotions activity monthly on or before the 7th of the month for the preceding month. We must consent to your use of any advertising and promotions in your local marketing. You must submit such advertising materials to us at least 14 days before the date you wish to start using them.

You must conduct initial launch marketing for your At-Ease Home Services business for which you must spend a minimum of $10,000 within the first 90 days of opening your business. You must obtain our prior written consent to your initial launch marketing strategies.

Advisory Council/Advertising Cooperatives

We do not currently have a franchisee advisory council, but we may create one in the future. We do not have any local or regional advertising cooperatives, but we may organize cooperatives in the future and require you to participate in them. If we do so, the amount you must contribute will offset your required local marketing expenditures. If we or our affiliate operate At-Ease Home Services businesses in the future, they will have voting power and be active members of any cooperatives within the markets where those businesses are located.

Other Advertising Matters

We may develop discount programs or coupon or gift certificate programs in the future. If we do so, you must participate.

You may not establish any website, social media page, domain name or URL address without receiving our prior written permission.

Computers and Software

As of the date this Disclosure Document was issued, we require you to have a laptop or desktop computer and Internet access that meet our specifications and are purchased from suppliers we designate, which may be us. We do not require you to have a specific Internet service provider. You must use the customer relationship management (CRM), intranet, training, design and quoting software, customer service ticket, and other software that we designate and license to you. You must sign our Software License Agreement. You must pay an initial technology set-up fee of $8,500 and a monthly support fee of $500 plus $30 per user per month for this software. We also require that you maintain At-Ease e-mail addresses that you obtain through us. We estimate that the initial cost of the hardware, including your laptop or desktop and software not covered under the technology set-up fee will range from approximately $200 to $3,000 if you do not already have them.

We may change the computer system and software we require you to use at any time and we may charge you different fees if we do so. If we do so, we will send you a written notice or provide you with an update to the Brand Standards Manual.

Neither we nor our affiliate or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates to any of the computer hardware or software you use in your At-Ease Home Services business for any reason, including to maintain, repair, upgrade or update any equipment you utilize in your At-Ease Home Services business for any reason including to maintain compatibility with any software requirements, and there are no contractual limitations on the frequency or cost of your obligation to do so. We estimate that your annual cost to do so will range from approximately $0 to $500. We will have independent access to the information on your computer system and we will be able to download it. There is no contractual limit on our right to do so.

Training

Following is information on the training program:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Industry Training	4	0	Franchise Support Center – Santa Rosa, CA
Sales Training	8	6	Franchise Support Center – Santa Rosa, CA and Franchisee's Location

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Technical Training	8	6	Franchise Support Center – Santa Rosa, CA and Franchisee's Location
Installation Training	8	8	Franchise Support Center – Santa Rosa, CA and Franchisee's Location
Service Training	4	4	Franchise Support Center – Santa Rosa, CA and Franchisee's Location
Totals	**32**	**24**	

Before you open your At-Ease Home Services business, you and at least one technician must complete our classroom training program to our satisfaction. If you and your technician fail to complete training to our satisfaction within two months after you sign the Franchise Agreement, we may terminate your Franchise Agreement. We have the right to further evaluate your fitness to operate under the Franchise Agreement during the classroom training program.

The classroom training program lasts for up to five days and takes place at our headquarters in Santa Rosa, California or another location we designate. Training programs are held when necessary to train new franchisees. We may also offer web-based training in place of or to supplement components of the classroom and on-the-job training.

Larry Dashiell, Curtis Kahnberg or Douglas Klein will oversee initial training. The individuals who conduct training have at least ten years of experience in their fields and at least three years' experience with us or our affiliate.

You pay a separate classroom training fee of $4,500 for you, a technician and an optional third person to be trained at the same time at our Franchise Support Center. We will charge you an additional fee to train more than these three persons or to conduct initial training at different times. You will receive no compensation or reimbursement for services or expenses for participation in training. You will be responsible for all of your and your personnel's expenses to attend the training program, including any travel, lodging and food outside of classroom training hours.

In addition to classroom training, we will provide you with on-the-job training for your At-Ease Home Services business for at least three days when you open. You pay a

separate on-the-job training fee of $4,500 for an At-Ease representative or representatives to travel to your location and provide three days of training at your primary business location.

In addition to the initial training, we may require you and your personnel to attend up to five days of refresher training each year at a location we designate. We may also require you to undergo additional training if we determine that you are not operating in accordance with our requirements. You may also request additional on-site training or assistance and we will decide whether or not to provide it. We may conduct this type of training at our corporate headquarters in Santa Rosa, California, your site, or a different location we select. In any of these instances, you must pay a daily training rate per trainer (that is currently $1,200) and all of your own expenses in connection with training along with all of the trainer's travel expenses, such as travel, lodging and food.

We may also require you to attend a national business meeting or an annual conference each year. If we do so, you must pay an annual conference fee of up to $2,250 per person who attends the conference. As of the date this Disclosure Document was issued, this fee is $1,500 per person. You will be responsible for all of your and your personnel's expenses such as travel, lodging and food for attending any training or conference events.

You are responsible for training any managers and employees, including both full-time and part-time employees, which you employ in your At-Ease Home Services business, but we may also require that we provide training directly if we determine that the training you provide does not meet our standards. If we do so, you must pay a daily training rate per trainer and all of your and your employees' own expenses in connection with training along with all of the trainer's travel expenses, such as travel, lodging and food, if any.

ITEM 12

TERRITORY

You will receive the right to operate one At-Ease Home Services business within an authorized area surrounding your location. Your authorized area will be defined by county or counties and will include the county in which your headquarters is located. Typically, an authorized area will have a minimum population of 100,000 at the time the Franchise Agreement is signed. We determine population according to the most recent U.S. Census data available showing population at the county level. If the population in the county in which your headquarters is located is less than 100,000, we will add adjacent counties until the total population of your territory is at least 100,000. Which adjacent counties are added will depend on factors such as whether you have existing business relationships in an adjacent territory. There may be other franchisees operating At-Ease Home Services businesses in your authorized area.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You must meet minimum performance standards, which require you to maintain a minimum amount of revenue levels for your At-Ease Home Services business, and pay royalties on the minimum revenue levels as follows:

Year	**Minimum Revenue**
1	$100,000
2	$300,000
3	$400,000
4	$450,000
5 and after	$500,000

If you fail to meet the minimum performance standards, we may terminate your Franchise Agreement.

We have not granted any options, rights of first refusal or similar rights to acquire additional franchises to anyone, but we may do so in the future.

You may not advertise outside of your authorized area. You may serve customers outside of your authorized area so long as the customers are not located in another authorized area. If the area where the customer is located is later assigned to another franchisee or to a company-owned or affiliate-owned operation, you may continue to service your existing customer for up to 12 months following notification from us, but you may not market to or service any new customers in that area. No more than 15% of your gross revenues may come from services you provide to customers in these unassigned areas.

Other than as described above, if you receive a request to service a customer located outside of your authorized area, you must promptly notify us. You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing to make sales outside of your authorized area. You may not sell products at wholesale.

If we receive an inquiry from a prospective customer, we will refer the customer to the franchisee or company or affiliate-owned At-Ease Home Services business that is closest to the customer's location, even if that is within your authorized area.

We reserve all rights that we do not grant to you. We or our affiliate may use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct

marketing sales to advertise in your authorized area, using our trademarks or other marks.

We may operate a website that uses our name and other trademarks and features our products and services. You may not establish a website or an account or participate in any social networking sites (including, without limitation, Facebook, MySpace, Twitter, LinkedIn, SnapChat, Instagram or any social or professional networking blog or similar site) or mention or discuss the franchise, us or any of our affiliates, without our prior written consent. We have the right to review all on-line content on social media sites, blogs, in electronic communications and on other on-line sites on which our trademarks are used so that we can protect the reputation and high quality associated with our trademarks. We may require you to remove any questionable usage or content involving our trademarks. We may also require you to cease using our trademarks at all such sites.

Our affiliate, Summit Technology Group, Inc. has operated a business under another name since 1990 that includes services similar to those offered by At-Ease Home Services businesses. It is operated from the same location as our corporate headquarters.

Except as described above, as of the date this Disclosure Document was issued, neither we nor any of our affiliates operates, franchises or has plans to operate or franchise a business under a different trademark that will offer similar services to the ones you will offer as an At-Ease Home Services franchisee, but we reserve the right to do so. We also reserve the right to acquire similar competing brands or to be acquired by another entity without your consent or any notice to you.

ITEM 13

TRADEMARKS

We grant you the right to operate a single home automation installation and support services business, doing such business under the name "At-Ease Home Services™". You must also use other trademarks that we develop or prescribe to identify your business and its services and products. By trademark, we mean trade names, trademarks, service marks and logos used to identify your business, its services and its products.

We have applied for federal trademark registrations for the following marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	Class	Application Number	Application Date
At-Ease Home Services	Service Mark	87174275	September 16, 2016
At-Ease: The Smart Choice for Your Smart Home	Service Mark	87437520	May 4, 2017
	Service Mark	87437492	May 4, 2017

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

You must use the symbol we designate next to any registered or unregistered trademarks that we require you to use. You cannot use our name or trademarks as part of a corporate name or with modifying words, designs or symbols. You may not use our trademarks in the sale of an unauthorized product or service or in a manner not authorized in writing by us. If we adopt marks that you develop in the course of operating your franchised business, they will belong to us and you may only use them while you are a franchisee.

There are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and there are no pending infringement, opposition, or cancellation proceedings, or any pending material litigation, involving our principal trademark. We will file all required affidavits upon commercial use of the trademarks.

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You must notify us immediately when you learn about a challenge to your use of our trademarks. The Franchise Agreement requires us to protect you against claims of infringement if you are using the trademark as required by the Franchise Agreement, if you are in good standing, if you notify us of the claim and if you cooperate in the defense of the claim. You must assist us in protecting any of our rights, at our expense. We or our affiliate will control any administrative proceedings or litigation involving the trademark and decide whether or not to settle any action. You do not have the right to settle a claim without our consent.

If you learn about a third party's use of our trademarks or similar marks that you believe to be unauthorized, you must notify us immediately. We will decide whether or not to take action against the third party, and you must assist us, at our expense, if we decide to do so.

If we decide to add a new trademark, or modify or discontinue the use of any trademark, you must use the new trademark or change or discontinue the use of the trademark, all at your expense. You must not contest our right to our trademarks, trade secrets or business techniques or our right to use them.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our marks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent.

We claim a copyright in the Brand Standards Manual. We may also claim copyright protection covering various other materials used in our business including videos, website pages, or any other advertising, promotional and training materials. We have not registered these materials with the United States Registrar of Copyrights, and we are not required to do so. We may register any of these items or copyrightable materials in the future. Any and all copyright in materials you develop for the franchised business will belong to us. You must not contest our rights to our copyrights.

There are currently no material determinations of the USPTO, the United States Copyright Office or any court regarding any copyright we own. There is no material pending proceeding in the USPTO or any court concerning any copyrighted materials.

You must notify us immediately if you learn about a challenge to use of our copyrighted materials. We will defend you against claims of infringement if you are using the copyrighted material as required by the Franchise Agreement, if you notify us of the claim, if you are in good standing and if you cooperate in the defense of the claim. You must assist us in protecting any of our rights, at our expense. We will control any administrative proceedings or litigation involving the copyrighted materials. You do not have the right to settle a claim without our consent.

If you learn about a third party's use of these copyrighted materials that you believe to be unauthorized, you must notify us immediately. We will decide whether or not to take action against the third party, and you must assist us, at our expense, if we decide to do so.

We do not know of any superior rights or infringing uses that could materially affect your use of our copyrighted materials.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that a certified manager operate your At-Ease Home Services business at all times. You (or if you are a business entity, your owner or owners) may serve as the manager, or you may designate a manager. You and your manager, if you have one, must successfully complete our initial training program. If your manager ends his or her relationship with your business, you must recruit a manager within 30 days. We may also require your manager and each of your employees to sign a confidentiality and non-competition agreement. We do not require that your manager own any equity interest in your business.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you offer and sell only those goods and services that we have approved, and you may not offer any other products unless we consent, except that you may offer and sell any goods and services that you already offered and sold in any existing business you owned before signing the Franchise Agreement. You must offer all goods and services that we designate. There are no limits on our right to do so. We can add to, delete or change the approved products and services that you must offer at any time, and you may incur costs to provide such additional products and services.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

Provision	Section in Franchise Or Other Agreement	Summary
a. Length of the franchise term	Section 1(C)(1)	5 years.
b. Renewal or extension of the term	Section 1(C)(2)	If you meet certain conditions, you can enter into a successor Franchise Agreement for up to three additional five-year terms.
c. Requirements for franchisee to renew or extend	Section 1(C)(2)	You must sign our then-current Franchise Agreement which may contain terms and conditions that are materially different from those in your original Franchise Agreement; you must be in full compliance under all agreements with us or our affiliates and you must have paid all that you owe us as and when due; you and your personnel must complete retraining to our satisfaction; your At-Ease Home Services business must meet our then-current requirements or you must update the franchised business and its equipment to reflect our then-current requirements; you and your owners must sign a general release; you must not have received three or more default notices in any 24 month period; we must not have decided to withdraw from your market; you must pay us a successor term fee of $10,000; you must have given us 180 days' notice of your election to renew and return documents within 30 days.
d. Termination by franchisee	Not applicable	Not applicable.
e. Termination by franchisor without cause	Not applicable	Not applicable.

Provision	Section in Franchise Or Other Agreement	Summary
f. Termination by franchisor with cause	Section 13	We can terminate if you default or if the events described in (h) occur.
g. "Cause" defined – curable defaults	Section 13B	You have five days to cure nonpayment, and up to 30 days to cure other types of noncompliance, subject to applicable law.
h. "Cause" defined – non-curable defaults	Section 13A	Noncurable defaults (subject to applicable law): bankruptcy; insolvency; admission of inability to pay debts; assignment for benefit of creditors; receivership petition filed (and not resolved favorably in 90 days); abandonment; you make material misrepresentations to us; failure to open your franchised business by the earlier of 30 days after completing initial training or 60 days after signing the Franchise Agreement; failure to complete training to our satisfaction; failure to meet minimum performance standards; you or your principal are convicted or plead no contest to a felony or other crime or offense, or engage in conduct that reflects unfavorably on us or the franchised business; unauthorized transfer; termination of any other agreement with us or our affiliate because of your breach; your unauthorized use of our trademarks or confidential information; failure to treat the Brand Standards Manual as confidential (including failure to keep it in a secure location) and to protect the confidential information contained within it; repeated failure to comply with Franchise Agreement requirements (three or more times during term); seizure or execution of levy by government official, lien holder or lessor

Provision	Section in Franchise Or Other Agreement	Summary
		or issuance of writ or levy of execution; noncompliance with law within three days after notice; intentional failure to report gross revenues; undischarged execution of levy on your franchised business; you offer unauthorized products or services; your license or permit is suspended, terminated or interrupted; final judgment of more than $5,000 remains unsatisfied for 30 days; we determine your operation is a danger to public health or safety; you become a specially designated national or blocked person; under anti-terrorism laws; your right to operate under any license or permit is suspended, terminated or interrupted; fraudulent behavior; failure to submit any reports provided by local licensing authorities within 10 days of receipt.
i. Franchisee's obligations on termination/nonrenewal	Section 14	Pay all amounts due to us; cease using our software and any other technology; refrain from identifying yourself as our licensee or franchisee; return or destroy all products with our trademarks; refrain from engaging in competing business; discontinue use of trademarks and system; return the Brand Standards Manual and other confidential information; re-assign to us telephone and facsimile numbers, e-mail addresses, home pages, subdomain names, websites, social media pages and the like as we direct; provide us with customer and client information and data; refrain from soliciting customers or personnel; cancel fictitious business name statement; assist in smooth transition of the business; refrain from making disparaging remarks; de-

Provision	Section in Franchise Or Other Agreement	Summary
		identify; obtain tail insurance coverage that meets our specifications; and comply with all other requirements in the Brand Standards Manual; all obligations that survive shall continue.
j. Assignment of contract by franchisor	Section 15A	No restrictions on our right to assign the Franchise Agreement.
k. "Transfer" by franchisee – defined	Section 15B(2)	Includes transfer of Franchise Agreement, assets of business or greater than 25% ownership of the franchisee.
l. Franchisor approval of transfer by franchisee	Section 15B(1)	You must obtain our consent to all transfers and meet certain conditions.
m. Conditions for franchisor approval of transfer	Section 15B(2)	Conditions include: you must not be in default under the Franchise Agreement or any other agreement with us or our affiliates; your At-Ease Home Services business must meet our then-current standards; transferee meets qualifications for new franchisee and must have completed initial training to our satisfaction; the transferee must sign the then-current form of Franchise Agreement, all ancillary agreements and guaranty for remaining term; you pay a transfer fee; you sign a general release; transferee's obligations to you are subrogated to obligations to us; at our option, you must transfer all of your agreements with us; transferee must have all necessary licenses and transferee must not be a specially-designated national or blocked person under anti-terrorism laws.

Provision	Section in Franchise Or Other Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15C	We or our nominee can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 14B	We or our nominee have the option of acquiring your assets if the Franchise Agreement expires or terminates. You must pay ½ the cost of the appraisal if we cannot agree on the fair market value of the assets.
p. Death or disability of franchisee	Section 14D	If you or your principal dies, your executor or representative may either satisfy the then-current qualifications for franchisees or transfer the Franchise Agreement to a qualified buyer within 60 days.
q. Non-competition covenants during the term of the franchise	Section 12A(1)	You may not be involved in any similar business.
r. Non-competition covenants after the franchise is terminated or expires	Section 12A(2)	You may not operate a similar business within 10 miles of an existing At-Ease Home Services business for 2 years after termination or expiration.
s. Modification of the agreement	Section 17I	No modifications without a writing signed by both parties, except that we may amend and supplement the Brand Standards Manual.
t. Integration/merger clause	Section 17I	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim anything contained in this Disclosure Document.

Provision	Section in Franchise Or Other Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 17J	Except for certain claims (including claims related to non-curable defaults and quality control defaults), all disputes must be mediated and if not resolved, arbitrated.
v. Choice of forum	Section 17J	Mediation and arbitration must be in city where our headquarters is located, currently, Santa Rosa, California.
w. Choice of law	Section 17J	Delaware law applies, subject to the Lanham Act and the Federal Arbitration Act.

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchise as of the date this Franchise Disclosure Document was issued.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Douglas Klein at 2450 Bluebell Drive, Suite B, Santa Rosa,

California 95403 or (707) 786-6880 x922, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2014 to 2017

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets at End of the Year	Column 5 Net Change
Franchised	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Affiliate-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total	2015	0	0	0
	2016	0	0	0
	2017	0	0	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other Than to Us)
For Years 2014 to 2017

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2015	0
	2016	0
	2017	0

Table No. 3
Status of Franchised Outlets
For Years 2014 to 2017

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Opera-tions - Other Reasons	Column 9 Outlets at End of Year
Total	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

Table No. 4
Status of Affiliate-Owned Outlets*
For Years 2014 to 2017

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Colum 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
Total	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

*Our affiliate, Summit Technology Group, Inc. has a division which offers home automation design, installation and support services.

Table No. 5
Projected Openings
As of December 31, 2017

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
California	0	5	0
Nevada	0	1	0
Total	0	7	0

There are no franchisees as of the date this Disclosure Document was issued. No franchisee has had an outlet terminated, canceled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as franchisees in our franchise system.

We have not created, sponsored or endorsed a trademark-specific franchisee association. No trademark-specific franchisee organization has made a request to be included in this Franchise Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Attached as **Exhibit C** to this Franchise Disclosure Document are our audited financial statements for the year ended September 30, 2017 and the period from inception to September 30, 2016. Also attached are our unaudited financial statements as of November 30, 2017. We have not been in operation long enough to have 3 years' worth of financial statements.

ITEM 22

CONTRACTS

Attached are copies of the following agreements proposed for use in this state:

Exhibit D – Franchise Agreement

Exhibit B to Exhibit D – Spousal Consent

Exhibit D to Exhibit D – Guaranty and Assumption of Franchisee's Obligations

Exhibit E to Exhibit D – Software License Agreement

ITEM 23

RECEIPTS

Attached to the end of this Franchise Disclosure Document, following the Exhibits, is a receipt. Please sign it, date it the date you receive the Franchise Disclosure Document, and return it to us. Make sure that you indicate the franchise seller(s) with whom you had substantive discussions about this franchise. A duplicate of the receipt is attached for your records.

EXHIBIT A

EXHIBIT A

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EXHIBIT A

LIST OF STATE FRANCHISE ADMINISTRATORS

State Number	Title of Administrator	Telephone
California	Toll Free Number	(866) 275-2677
	Commissioner of Business Oversight 320 W. 4th Street Suite 750 Los Angeles, California 90013-2344	(213) 576-7500
	or	
	One Sansome Street Suite 600 San Francisco, California 94104	(415) 972-8559
	or	
	1350 Front Street, Room 2034 San Diego, California 92101-3697	(619) 525-4233
	or	
	1515 K Street, Suite 200 Sacramento, California 95814-4052	(916) 445-7205
Hawaii	Commissioner of Securities 335 Merchant Street Honolulu, Hawaii 96813	(808) 586-2744
Illinois	Attorney General 500 South Second Street Springfield, Illinois 62706	(217) 782-4465
Indiana	Securities Commissioner 302 West Washington St., Rm. E-111 Indianapolis, Indiana 46204	(317) 232-6681
Maryland	Office of the Attorney General, Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021	(410) 576-6360

Michigan	Attorney General 670 G. Mennen Williams Building 525 West Ottawa Lansing, Michigan 48913	(517) 373-7117
Minnesota	Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101	(612) 296-6328
New York	Office of the New York State Attorney General Investor Protection Bureau of Franchise Section 120 Broadway, 23rd Floor New York, New York 10271-0332	(212) 416-8236 (Phone) (212) 416-0042 (Fax)
North Dakota	Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, North Dakota 58505	(701) 328-2910
Oregon	Director, Department of Insurance and Finance Labor and Industries Building Salem, Oregon 97310	(503) 378-4387
Rhode Island	Director of Business Regulation Building 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920-4407	(401) 462-9500
South Dakota	Director, Division of Securities 124 S. Euclid, Suite 104 Pierre, South Dakota 57501	(605) 773-4013
Virginia	Director, Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219	(804) 371-9051
Washington	Director, Department of Financial Institutions 150 Israel Rd. SW Tumwater, Washington 98501	(306) 902-8760

Wisconsin	Commissioner of Securities 345 West Washington Street, 4th Floor Madison, Wisconsin 53703	(608) 266-3431

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Exhibit B

LIST OF AGENTS FOR SERVICE OF PROCESS

State	Name and Address of Agent
California	Commissioner of Business Oversight 320 W. 4th Street Suite 750 Los Angeles, California 90013-2344
Hawaii	Commissioner of Securities of State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813

If a state is not listed, At-Ease Home Services, Inc. has not appointed an agent for service of process in that state in connection with the requirements of franchise laws.

EXHIBIT C

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EXHIBIT D

AT-EASE HOME SERVICES

FRANCHISE AGREEMENT

At-Ease Home Services

Franchise Agreement
Table of Contents

1. GRANT OF RIGHTS 1
   - A. NON-EXCLUSIVE LICENSE 1
   - B. FRANCHISOR'S RESERVATION OF RIGHTS 2
   - C. TERM AND RENEWAL 3

2. COMMENCEMENT OF OPERATIONS 4
   - A. BUSINESS LOCATION 4
   - B. CONDITIONS FOR OPENING 4
   - C. OPENING REQUIREMENT 4

3. TRAINING AND OPERATING ASSISTANCE 4
   - A. TRAINING 4
   - B. BRAND STANDARDS MANUAL 6
   - C. PERIODIC ADVICE AND GUIDANCE 6

4. OPERATION BY FRANCHISEE 7
   - A. PRODUCTS AND SERVICES 7
   - B. PURCHASE OF PRODUCTS AND SERVICES; APPROVED SUPPLIERS 8
   - D. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS 10
   - E. CHANGES TO SYSTEM OR MARKS 10
   - F. COMPLIANCE WITH LAW AND GOOD BUSINESS PRACTICES 10
   - G. MINIMUM PERFORMANCE STANDARDS 11

5. INSURANCE 11

6. CONFIDENTIAL INFORMATION 12
   - A. OWNERSHIP 12
   - B. WORK PRODUCT 13
   - C. MAINTENANCE OF CONFIDENTIALITY 13

7. FEES 14
   - A. INITIAL FRANCHISE FEE 14
   - B. ROYALTY FEE 14
   - C. MARKETING FEE 14
   - D. SOFTWARE SET-UP FEE 15
   - E. TECHNOLOGY FEE 15
   - F. DESIGN AND ENGINEERING FEE 15
   - G. PAYMENT METHOD 15
   - H. NONPAYMENT 15
   - I. CHARGE ON LATE PAYMENTS; DISHONORED PAYMENTS 16

J. NO WITHHOLDING OF PAYMENT 16
K. APPLICATION OF PAYMENTS; RIGHT OF OFFSET 16
L. TAXES 16

8. REPORTING AND RECORDKEEPING 16

A. COMPUTER SYSTEM 16
B. RECORDKEEPING 17
C. REPORTS 17
D. REQUIRED DISCLOSURE 17
A. MARKETING FUND 18
B. LOCAL ADVERTISING AND MARKETING 18
C. CONSENT TO USE OF ADVERTISING 19
F. NO FIDUCIARY DUTY 19

10. INSPECTION RIGHTS 20

A. TIMING AND SCOPE 20
C. RECORDS 20

11. MARKS AND COPYRIGHT 21

A. OWNERSHIP OF MARKS AND GOODWILL 21
B. LIMITATIONS ON FRANCHISEE'S USE OF MARKS AND TRADE DRESS 21
D. DEFENSE OF TRADEMARKS AND COPYRIGHTS 22
E. DISCONTINUANCE OF USE OF MARKS 23

12. COMPETITION 23

A. FRANCHISEE'S COVENANT NOT TO COMPETE 23
B. ACTIVITIES OF OTHER PERSONS 24

13. TERMINATION 24

A. WITH NOTICE AND NO OPPORTUNITY TO CURE 24
B. WITH NOTICE AND OPPORTUNITY TO CURE 26
C. NO WAIVER 26
D. ENFORCEMENT 27

14. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION 27

A. PAYMENT OF AMOUNTS OWED TO FRANCHISOR 27
B. PURCHASE OPTION 27
C. MARKS 27
D. CONTINUING OBLIGATIONS 28

15. ASSIGNMENT, TRANSFER AND ENCUMBRANCE 29

A. BY FRANCHISOR 29
B. BY FRANCHISEE 29

C. RIGHT OF FIRST REFUSAL 31
D. DEATH OR PERMANENT DISABILITY 31

16. INDEMNIFICATION OF FRANCHISOR 32

17. MISCELLANEOUS 32

A. FORCE MAJEURE 32
B. GRAMMAR 32
C. INTERPRETATION 32
D. SECTION HEADINGS 33
E. NONWAIVER 33
F. NO EXEMPLARY DAMAGES 33
G. INVALIDITY AND SEVERABILITY 33
H. NOTICES 34
I. ENTIRE AGREEMENT; MODIFICATION 34
J. CONTROLLING LAW; DISPUTE RESOLUTION; ATTORNEYS' FEES AND EQUITABLE RELIEF 35
K. RELATIONSHIP OF PARTIES 37
L. TIME OF THE ESSENCE 38
M. COMPLIANCE WITH LOCAL LAW 38
N. SPOUSAL CONSENT 38
O. ENTITY FRANCHISEES 38
P. APPROVALS, CONSENTS AND GUARANTIES 39
Q. STATUTE OF LIMITATIONS 39
R. REPRESENTATIONS AND WARRANTIES 39

18. ACKNOWLEDGMENTS 40

Exhibits

Exhibit A: Authorized Area
Exhibit B: Spousal Consent
Exhibit C: Information Regarding Non-Individual Franchisees
Exhibit D: Guaranty and Assumption of Franchisee's Obligations
Exhibit E: Software License Agreement
Exhibit F: Trademarks

AT-EASE HOME SERVICES

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is entered into as of this ___ day of _____, ____, by and between At-Ease Home Services, Inc., a Delaware corporation ("**Franchisor**") and _____, a(n) _____ ("**Franchisee**"), with reference to the following facts:

A. Franchisor has the right to operate and grant to others the right to operate a home automation design, installation and support services franchise under the name "At-Ease Home Services" that provides home automation design, installation and support services for entertainment, lighting, security, climate control and telecommunication systems in accordance with certain proprietary practices and procedures that are part of a system relating to the establishment, development, operation and management of home automation design, installation and support services ("**System**");

B. Franchisor has the right to use and license the use of the trademarks, tradenames, service marks, designs, emblems, logos, slogans, copyrights, Trade Dress, trade secrets, Confidential Information (as defined below), commercial symbols and other indicia it designates, now or hereafter used or intended to be used or hereafter used in connection with the System, and any and all revisions, modifications and additions thereto, whether or not recorded or registered with the United States Patent and Trademark Office or any other local, state, federal or foreign agency, registrar or body including, without limitation, the name "At-Ease Home Services" and related design logos and taglines described in **Exhibit F** ("**Marks**"); and

C. Franchisor is engaged in the business of licensing the right to use the System and the Marks in the At-Ease Home Services home automation design, installation and support services businesses ("**Franchised Business**"). Franchisee desires to obtain a license to use the Marks and System in the operation of a Franchised Business, and Franchisor is willing to grant Franchisee a license upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of these premises and of the mutual covenants contained herein, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. GRANT OF RIGHTS

A. NON-EXCLUSIVE LICENSE

(1) Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee accepts, a non-exclusive license to use the Marks and the System solely in the operation of a single Franchised Business within the area described in **Exhibit A** ("**Authorized Area**"). Franchisee understands and

acknowledges that Franchisee has no exclusive right to operate in the Authorized Area and that Franchisor, its affiliate and its other franchisees may also be conducting businesses offering home automation design, installation and support services under the Marks and System in the Authorized Area.

(2) In the event a customer wishes to schedule a service in the Authorized Area and Franchisee has a conflict or is otherwise unable to provide the service, Franchisee will promptly notify Franchisor and Franchisor may, in its sole discretion, schedule the service itself or designate another party to do so.

(3) Franchisee may not advertise outside of the Authorized Area or market its services to customers located outside of the Authorized Area or otherwise solicit requests from customers outside of the Authorized Area. Franchisee may not conduct the Franchised Business outside of the Authorized Area, except as follows: If the customers are not located in another Franchisee's Authorized Area, Franchisee may service customers outside of Franchisee's Authorized Area. If the area where the customer is located is later assigned to another franchisee or to a company-owned or affiliate-owned operation, Franchisee may continue to service its existing customer for up to twelve (12) months following receipt of notification by Franchisor. Franchisee acknowledges and agrees that Franchisor may periodically request Franchisee to service a location outside of the Authorized Area and Franchisee agrees to use its best efforts to do so. In no event shall Franchisee derive more than fifteen percent (15%) of Gross Revenues, as defined below, during any calendar month from locations outside of the Authorized Area.

(4) Franchisee shall not relocate the Franchised Business without Franchisor's prior written consent.

B. FRANCHISOR'S RESERVATION OF RIGHTS

Franchisor reserves all rights not specifically granted to Franchisee under this Agreement including, without limitation, operating or licensing the right to operate franchised businesses utilizing the Marks and System within or outside of the Authorized Area. In particular and not in limitation of the foregoing, Franchisee acknowledges that this Agreement does not restrict Franchisor or its affiliates from conducting businesses using marks or commercial symbols different from the Marks either within or outside of the Authorized Area, nor does it preclude them from using the Marks or licensing the right to others to use the Marks for purposes other than operating the Franchised Business. Franchisor reserves the right to conduct all commerce over the Internet and other means of electronic commerce as may in the future be developed, and Franchisee has no right to do so except as may be specifically permitted hereunder.

C. TERM AND RENEWAL

(1) Term. The term of this Agreement shall begin on the date it is executed by Franchisor and shall continue for five (5) years, subject to earlier termination as provided herein.

(2) Renewal. Subject to compliance with each and every one of the conditions set forth below, Franchisee shall have the option to renew the right to operate the Franchised Business for three (3) additional, consecutive periods of five (5) years each:

(a) Franchisee must sign Franchisor's then-current form of Franchise Agreement which may contain terms that are materially different from those set forth in this Agreement; and

(b) Franchisee must be in full compliance with this Agreement, and all other contracts between the Franchisee and Franchisor and their respective affiliates, and in particular, must have paid all sums owing to the Franchisor and its affiliates as and when due; and

(c) Franchisee and Franchisee's personnel shall complete to Franchisor's satisfaction any retraining program Franchisor may require; and

(d) the Franchised Business including, without limitation, all equipment, must meet Franchisor's then-current requirements or Franchisee must make all expenditures deemed necessary by Franchisor to do so; and

(e) Franchisee must pay to Franchisor all unpaid amounts plus a successor term fee of Ten Thousand Dollars ($10,000.00); and

(f) Franchisee (and its owners if Franchisee is an entity) shall execute and deliver a general release in a form acceptable to Franchisor of any and all claims against Franchisor, and its affiliates and associates, officers, directors, managers, shareholders, members, employees, agents and representatives; and

(g) Franchisor must not have decided to withdraw from the Authorized Area; and

(h) Franchisee shall not have received three (3) or more notices of default during any twenty-four (24) month period during the initial term or preceding renewal term, as applicable.

Franchisee shall notify Franchisor no later than one hundred eighty (180) days prior to the expiration of the initial term or the preceding renewal term, as applicable, of this Agreement, if Franchisee wishes to enter into a new Franchise Agreement with Franchisor at the expiration of the initial term or preceding renewal term, as applicable. Franchisee shall have no right to enter into a new agreement with Franchisor if

Franchisee fails to provide such notice or if Franchisee fails to comply with each of the conditions set forth above in a timely manner or if Franchisee fails to return to Franchisor any documents within thirty (30) days after Franchisor has delivered them to Franchisee.

2. COMMENCEMENT OF OPERATIONS

A. BUSINESS LOCATION

Franchisee shall operate the Franchised Business from a location in the Authorized Area to which Franchisor has given its prior written consent. Franchisor will provide Franchisee with standards for selecting the site, but Franchisee is responsible for all cost, liability, expense, risk and responsibility for locating, obtaining financing for and developing the business office from which Franchisee shall operate the Franchised Business.

B. CONDITIONS FOR OPENING

Franchisee shall not begin operating the Franchised Business until Franchisor has given its consent in writing. Franchisee shall satisfy the conditions to commencement of operations, including without limitation, the completion of the Initial Classroom Training Program, as defined below, to Franchisor's satisfaction. Franchisor may require that Franchisor or its representative conduct an on-site inspection prior to giving its consent and from time to time during the term of this Agreement.

C. OPENING REQUIREMENT

Franchisee must begin operations within the earlier of thirty (30) days after completing the Initial Classroom Training Program or sixty (60) days after signing the Franchise Agreement.

3. TRAINING AND OPERATING ASSISTANCE

A. TRAINING

(1) Franchisor shall offer to Franchisee, or its principal if Franchisee is an entity, and such personnel of Franchisee as Franchisor shall designate (including at least one technician), an initial classroom training program during such period as Franchisor designates ("**Initial Classroom Training Program**"). Training will be held in Santa Rosa, California or at another location designated by Franchisor in its discretion. Franchisee and such personnel must attend training for up to five (5) days. Franchisee or its principal as well as any personnel Franchisor shall designate must complete the Initial Classroom Training Program to the sole satisfaction of Franchisor.

(2) Franchisor shall have the right, during the Initial Classroom Training Program, to further evaluate Franchisee's fitness to operate under this Agreement. In the event Franchisee or its technician fails to complete the Initial Classroom Training

Program to Franchisor's satisfaction, Franchisor shall have the right to terminate this Agreement.

(3) Upon execution of this Agreement, Franchisee shall pay a nonrefundable classroom training fee of Four Thousand Five Hundred Dollars ($4,500.00) for the Initial Classroom Training Program for up to three (3) individuals who attend at the same time. Upon request by Franchisee, Franchisor may agree to provide the Initial Classroom Training Program to additional personnel of Franchisee. If Franchisor agrees to do so or if Franchisee and its personnel attend the Initial Training Classroom Program at different times, Franchisee will pay Franchisor's then-current per-day, per-trainer training fee. As of the date of this Agreement, the Initial Classroom Training Program fee for additional personnel is One Thousand Five Hundred Dollars ($1,500.00) per person.

(4) In addition to the Initial Classroom Training Program, Franchisor will also provide on-site training to Franchisee and its staff for up to three (3) days after Franchisee begins operating the Franchised Business. Upon execution of this Agreement, Franchisee shall pay a nonrefundable on-site training fee of Four Thousand Five Hundred Dollars ($4,500.00) for the on-site training Franchisor provides to Franchisee and its staff.

(5) Franchisor may require Franchisee or additional personnel of Franchisee to attend refresher and additional training courses for up to five (5) days per year. Franchisor may also require Franchisee to attend additional training if Franchisor deems it necessary or appropriate or if Franchisee requests it and Franchisor agrees to provide it. Franchisor shall conduct such training at a location designated by Franchisor in its discretion. Franchisee shall pay Franchisor's then-current fee and charges to do so, upon receipt of Franchisor's bill (which may be sent prior to conducting the training). At the time of entering into this Agreement the additional training fee is One Thousand Two Hundred Dollars ($1,200.00) per day per trainer. Franchisee also agrees to attend a national business meeting or conference if required by Franchisor at Franchisee's expense. Franchisee shall pay an annual conference fee of One Thousand Five Hundred Dollars ($1,500.00) for each individual who attends the conference. Franchisor shall have the right to increase the conference fee, up to Three Thousand Dollars ($3,000.00).

(6) Franchisee shall be responsible for all travel and living expenses, if any, that Franchisee or its principal and its personnel incur in connection with the on-site training, refresher or additional training, and national business meeting.

(7) Franchisee shall be responsible for training new employees and then-current employees in the operation of the Franchised Business. All employees must have all certifications, licenses, and credentials required by applicable laws and regulations, and must complete all continuing education requirements, if any.

B. BRAND STANDARDS MANUAL

When it is completed, Franchisor will lend to Franchisee for use during the term of this Agreement a copy of Franchisor's proprietary and confidential operating manual which Franchisor may amend from time to time, containing mandatory specifications, standards, operating procedures and rules for the System designed to protect and maintain the value of the Marks ("**Brand Standards Manual**"). All such specifications, standards, operating procedures and rules prescribed from time to time in the Brand Standards Manual, or otherwise communicated to Franchisee in writing, shall constitute requirements of this Agreement and shall be kept confidential by Franchisee. Franchisee will not at any time copy any part of these materials, disclose any information contained in them to others or permit others access to them. Franchisee acknowledges and agrees that the Brand Standards Manual may be modified from time to time to reflect changes in the standards of authorized services or the System. All modifications to the Brand Standards Manual shall be binding upon Franchisee upon being mailed or otherwise delivered to Franchisee. Franchisee agrees to accept, implement and adopt any such modifications at Franchisee's own cost. The Brand Standards Manual will contain proprietary information belonging to Franchisor and Franchisee acknowledges that the Brand Standards Manual is, and shall remain, the property of Franchisor. Franchisee shall promptly return the Brand Standards Manual to the Franchisor upon termination or expiration of this Agreement. All references herein to the Agreement shall include the provisions of the Brand Standards Manual and all such mandatory specifications, standards, procedures and rules, and such additions and modifications thereto. Franchisee understands and agrees that it is of substantial value to Franchisor and other franchisees of Franchisor, as well as to Franchisee, that the System establish and maintain a common identity. Franchisee agrees and acknowledges that full compliance with each and every detail of the System and the Brand Standards Manual is essential to preserve, maintain and enhance the reputation, trade demand and goodwill of the System and the Marks and that failure of Franchisee to operate the Franchised Business in accordance with the System and the Brand Standards Manual can cause damage to all of the other parties described above, as well as to Franchisee.

C. PERIODIC ADVICE AND GUIDANCE

Franchisor shall, from time to time, to the extent it deems necessary, furnish Franchisee advice or guidance to Franchisee on the operation of the Franchised Business including, without limitation, in order to communicate new developments, techniques or services. Franchisor may periodically, with such frequency as Franchisor shall determine in its sole discretion, send field consultants to Franchisee's Franchised Business to consult with Franchisee in the development of its business.

4. OPERATION BY FRANCHISEE

A. PRODUCTS AND SERVICES

(1) Franchisee shall offer to customers only those products and services designated by Franchisor from time to time within the Authorized Area (except as specifically provided herein), and shall provide such products and services strictly in accordance with the standards and specifications described in the Brand Standards Manual and the Initial Classroom Training Program. Franchisee must offer all services and products required by Franchisor. When Franchisor approves a new product or service, Franchisee shall immediately offer such product or service. In the event Franchisor notifies Franchisee that a particular product or service is no longer approved, Franchisee must immediately stop offering such product or service in the Franchised Business.

(2) As of the date of this Agreement, Franchisor requires Franchisee to use its designated customer relationship management ("**CRM**"), intranet, training, and design and quoting ("**POS**") software in the Franchised Business. Franchisee must enter into the Software License Agreement attached hereto as **Exhibit E**. Franchisee acknowledges and agrees that Franchisor shall have the right at any time to change, modify, or discontinue use of the licensed software or to develop other proprietary computer software which Franchisee must use. Franchisee agrees to provide the licensed software with accurate and complete information about it and the Franchised Business, and authorizes the licensed software to share this information with Franchisor, in addition to transaction information related to Franchisee's use of any merchant services. Nothing herein shall create an obligation on the part of Franchisor or Franchisor's affiliate to provide ongoing maintenance, repairs, upgrades or updates to the licensed software or any other technology Franchisor requires Franchisee to use.

(3) As of the date of this Agreement, Franchisor requires Franchisee to maintain a business e-mail address through Franchisor which Franchisor will provide to Franchisee. Franchisee must maintain a working e-mail address at all times and must also have the ability to access e-mail on a regular basis in order to receive communications regarding the Franchised Business.

(4) Franchisor may require Franchisee to establish a subdomain on Franchisor's website. Franchisor shall provide a template for such subdomain, and Franchisee must construct and maintain it in accordance with Franchisor's specifications and guidelines. Franchisee shall not register a domain name, create or maintain a website or electronic mail address utilizing the Marks or any name similar to the Marks or relating in any way to the Franchised Business without Franchisor's prior written consent. Franchisee shall not register a domain name, create or maintain a website or electronic mail address under any name whatsoever for the purpose of competing with Franchisor, its affiliate or other Franchised Businesses. Franchisee also agrees to observe Franchisor's policy on on-line communications including, without limitation, communications on social and professional networking sites such as Facebook, Twitter, YouTube, LinkedIn, SnapChat, Instagram, Vimeo and other sites or

blogs. Franchisee acknowledges that it may not mention or discuss the Franchised Business, Franchisor or the System without Franchisor's prior written consent. Franchisee agrees and acknowledges that Franchisor has the right to review all on-line content involving the Marks or the System, and to require Franchisee to remove any content or usage, in Franchisor's sole discretion.

(5) Franchisee shall at all times provide prompt, courteous, friendly and efficient service to all customers. Franchisee shall in all dealings with all customers and the public, adhere to the highest standards of honesty integrity, fair dealing and ethical conduct. Franchisee agrees not to deviate from the standards, specifications and operating procedures set forth in this Agreement and the Brand Standards Manual in order to ensure uniformity and quality of services offered to the public under the Marks.

B. PURCHASE OF PRODUCTS AND SERVICES; APPROVED SUPPLIERS

(1) Franchisee shall purchase a demonstration package of home automation equipment and software from Franchisor. Upon execution of this Agreement, Franchisee shall pay Franchisor a nonrefundable fee of Ten Thousand Dollars ($10,000.00) for the demonstration package. Franchisee shall utilize its own installation crew at its sole expense to install the demonstration equipment, software and related components during the on-site training provided by Franchisor.

(2) Franchisee shall purchase all additional products including, without limitation, home theater, lighting control, total control and automation, security and surveillance and voice and data networks, computer hardware and software only from Franchisor or suppliers that Franchisor designates. Franchisee understands that Franchisor may in the future develop its own brand of products and that Franchisee will be required to purchase such products from Franchisor or a supplier it designates.

(3) Franchisee shall purchase any and all other products and any and all equipment, supplies and services required or used in the operation of the Franchised Business only from (a) manufacturers, suppliers or distributors from time to time designated in writing by Franchisor, (b) such other suppliers proposed by Franchisee and consented to by Franchisor in the manner and subject to the conditions set forth in subsection (3) below, or (c) from Franchisor or its affiliate, if available. Franchisee agrees and acknowledges that certain specially designed equipment (such as signage and certain equipment), proprietary products, certain services and items used in the Franchised Business that are integral to the System may only be available from Franchisor or its designated supplier. Franchisor may periodically designate and negotiate pricing with suppliers for merchandise, equipment, inventory and supplies for the Franchised Business.

(4) Franchisor may, in its sole discretion, consent to suppliers selected by Franchisee provided the following conditions are first met. Franchisor is not obligated to consider or evaluate suppliers proposed by Franchisee.

(a) Franchisee shall submit a written request to Franchisor for consent to the supplier;

(b) The supplier shall demonstrate to Franchisor's satisfaction that it is able to supply an item to Franchisee meeting Franchisor's specifications for such item, including but not limited to, providing Franchisor with samples and the opportunity to inspect its facilities from time to time;

(c) The supplier shall demonstrate to Franchisor's satisfaction that the supplier is in good standing in the business community with respect to its financial soundness, reputation and the reliability of its product or service;

(d) The supplier shall obtain, maintain and submit to Franchisor proof of sufficient insurance coverage (which may include, but is not limited to, product liability coverage, abuse and molestation coverage) at limits and including coverage acceptable to Franchisor, and include Franchisor and Franchisee as additional named insureds with the right to receive at least thirty (30) days' prior written notice of any modification, cancellation or termination of such policy;

(e) Franchisee shall reimburse Franchisor for any evaluation costs plus expenses it occurs in evaluating a proposed supplier; and

(f) In the event an item to be supplied is required to bear one of the Marks, such supplier must execute a license agreement (which may include a royalty payment) in a form acceptable to Franchisor.

(5) Until and unless Franchisor notifies Franchisee in writing that it has consented to a supplier, Franchisee must continue to purchase from the parties described in subsections (1) and (2) above.

(6) If Franchisor determines that a supplier to which Franchisor previously consented no longer conforms to such standards, it shall so notify Franchisee and Franchisee shall thereupon discontinue making purchases from that supplier.

C. SPECIFICATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges that each and every detail of the appearance, supplies utilized, products and services offered, and other elements of trade dress in the operation of the Franchised Business ("**Trade Dress**") is important to the System. Franchisee shall comply with all mandatory specifications, standards and operating procedures relating to (i) the type and quality of the services offered by the Franchised Business; (ii) appearance of employees; (iii) cleanliness, standards of services, and operation of the Franchised Business; (iv) submission of requests for consent to use materials, supplies, distributors and suppliers; and (v) safety procedures and programs prescribed by Franchisor. Franchisee also agrees to use all equipment, signage, and services Franchisor authorizes for the System from time to time. Mandatory and optional specifications, standards, and operating procedures may be prescribed from

time to time by Franchisor in the Brand Standards Manual, or otherwise communicated to Franchisee in writing, including without limitation, procedures regarding handling customer complaints.

D. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

The operation of the Franchised Business shall be under the direct supervision of Franchisee. If Franchisee is an entity, the operation of the Franchised Business shall be under the direct supervision of the individual(s) identified in **Exhibit C**. If Franchisee does not participate in the direct operation of the Franchised Business, Franchisee must select an operating manager to whom Franchisor consents and the operating manager must complete the Initial Classroom Training Program to Franchisor's satisfaction. If an operating manager leaves, Franchisee must immediately secure the services of a replacement operating manager within thirty (30) days who completes the Initial Classroom Training Program to Franchisor's satisfaction and to whom Franchisor consents. Franchisee shall pay Franchisor's then-current fees and charges for the Initial Classroom Training Program if Franchisor elects to exercise such right. The operating manager must also execute Franchisor's then-current form of confidentiality and non-competition agreement.

E. CHANGES TO SYSTEM OR MARKS

Franchisee acknowledges that the System must continue to evolve in order to reflect changing markets and to meet new and changing business demands, and that accordingly variations and additions to the System may be required from time to time in order to preserve and enhance the public image of the System. Accordingly, Franchisee agrees that Franchisor may, from time to time, upon notice, add to, subtract from or otherwise modify or change Franchisee's obligations under the System, including, without limitation, changes reflecting Franchisor's adoption and use of new or modified Marks, services, products, equipment and new techniques. Franchisee agrees promptly to accept and implement all such additions, modifications and changes at Franchisee's sole cost and expense (e.g., changing signs, destroying or recalling advertising and promotional items). Franchisee agrees and acknowledges that if Franchisee develops any component of the System which Franchisor permits or adopts for use in the Franchised Business, such component will belong to Franchisor and Franchisee shall have no right or interest in such component other than a license to use it as part of the System pursuant to this Agreement. In particular, and not in limitation of the foregoing, Franchisee agrees that all customer lists and other documents relating to the System are and remain the property of Franchisor immediately upon creation.

F. COMPLIANCE WITH LAW AND GOOD BUSINESS PRACTICES

(1) Prior to beginning operations, Franchisee shall secure in Franchisee's name as the owner of an independent business all required licenses, permits and certificates relating to Franchisee's operation of the Franchised Business. Franchisee acknowledges that such licenses, certificates and permits may require the payment of

security deposits and other fees. Franchisee shall maintain all such licenses, permits and certificates in full force and effect throughout the term of this Agreement.

(2) Franchisee shall operate in full compliance with all applicable laws, ordinances and regulations, including, without limitation, such laws, ordinances and regulations relating to occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes and social security taxes, trade name and advertising restrictions, building codes and handicap access, contractors and construction and zoning, acceptance of credit cards and credit transactions, data privacy and electronic marketing, smoking, sanitation, discrimination, employment and sexual harassment. In particular, and not in limitation of the foregoing, Franchisee shall comply with the Payment Card Industry Data Security Standard, the Federal Truth in Lending Act and Regulation Z, the Equal Credit Act and Fair Debt Collection Practices Act and the Americans with Disabilities Act.

(3) Immediately upon receipt of any citation, notice, complaint or other indication that Franchisee has violated any law or regulation, Franchisee shall immediately notify Franchisor and transmit to Franchisor copies of all such citations, notices, complaints or other such indications.

G. MINIMUM PERFORMANCE STANDARDS

Franchisee's Franchised Business must generate the following minimum Gross Revenues for each successive annual period ("**Minimum Performance Standards**"), beginning on the date of this Agreement:

Year	Minimum Gross Revenues
1	$100,000
2	$300,000
3	$400,000
4	$450,000
5 and each year thereafter	$500,000

If Franchisee fails to meet the Minimum Performance Standards as determined at each anniversary of the date of this Agreement, Franchisor may terminate this Agreement.

5. INSURANCE

Before beginning to operate the Franchised Business, Franchisee must procure all insurance required by Franchisor from an insurer or insurers that meet Franchisor's criteria and which have a minimum Best's Rating of A-. Franchisee also hereby waives subrogation in Franchisor's favor and confirms that the insurance policies it secures will be primary and non-contributory to any policies Franchisor may carry. Such insurance

shall include coverage insuring against all loss and liability arising out of or in connection with the operation of the Franchised Business, including without limitation general liability coverage in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, automobile insurance covering the vehicles used in the Franchised Business in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence, property damage coverage in the minimum amount of the replacement cost, umbrella liability insurance in the minimum amount of Two Million Dollars ($2,000,000.00) per occurrence, worker's compensation insurance, including employer's liability, with limits as required by law, business interruption coverage in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence, and such other coverages with limits as are provided from time to time in the Brand Standards Manual or as required by law. Franchisee shall maintain such insurance coverage in full force and effect during the entire term of this Agreement. Franchisee shall cause Franchisor and any of its affiliates that Franchisor specifies to be named as additional insureds in all such policies. Franchisee shall provide to Franchisor copies of all insurance policies related to the Franchised Business and written and issued on behalf of Franchisee. In addition, all such policies shall provide for thirty (30) days' prior written notice to Franchisor of any material modification, cancellation or expiration of a policy. Upon request, Franchisee shall provide Franchisor with a certificate and endorsement evidencing coverage. All amounts spent by Franchisor to secure any insurance coverage Franchisee fails to obtain shall be due to Franchisor by Franchisee upon Franchisor's written demand. Nothing herein shall create an obligation on the part of Franchisor to secure any insurance coverage for Franchisee. Franchisee also acknowledges that Franchisor may periodically change the amounts of coverage required under such insurance policies and require different or additional types of insurance at any time, to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards, or other changes in circumstances.

6. CONFIDENTIAL INFORMATION

A. OWNERSHIP

Franchisee acknowledges that there is information disclosed by Franchisor pursuant to this Agreement and ancillary agreements, during the Initial Classroom Training Program, in the Brand Standards Manual and otherwise (including, without limitation, proprietary information related to the licensed software, methods of service, sources and suppliers of equipment and décor, design of the Franchised Business, marketing strategies, financial information, customer lists and information, and, in general, methods, techniques, formulas, formats, specifications, standards, procedures, know-how, information systems and knowledge of the System and the entire contents of the Brand Standards Manual), that is proprietary, confidential or a trade secret of Franchisor, whether or not designated by Franchisor as confidential ("**Confidential Information**"). Franchisee acknowledges and agrees that Franchisor is the sole owner of all the Confidential Information, that the Confidential Information is being imparted to Franchisee in trust and confidence, and that the Confidential Information is not generally known to the trade or public and is not known to Franchisee except by reason of such

disclosure. Franchisee acknowledges that the Confidential Information is economically valuable and that such value is derived from not being generally known to others. Franchisee agrees to maintain the absolute confidentiality of all Confidential Information during and after the term of this Agreement. Franchisee further acknowledges and agrees that Franchisee does not acquire any interest in the Confidential Information other than the right to utilize it in connection with the performance of Franchisee's obligations hereunder and the operations of the Franchised Business. In addition, Franchisee acknowledges and agrees that the use, duplication or disclosure of the Confidential Information except as expressly permitted by this Agreement will constitute an unfair method of competition and that Franchisor will suffer irreparable injury thereby.

B. WORK PRODUCT

Franchisee acknowledges and agrees that all documents, papers, notes and other material and work product containing or derived from the Confidential Information or connected with Franchisee's conduct of the Franchised Business shall be Confidential Information. Franchisee further acknowledges and agrees that Franchisee will have no proprietary interest in any work product developed or used by Franchisee and related to this Agreement and that all such work product is the sole property of Franchisor. Franchisee shall, upon Franchisor's request, do all things that may be necessary to establish or document Franchisor's ownership of any such work product.

C. MAINTENANCE OF CONFIDENTIALITY

Franchisee acknowledges and agrees that the Confidential Information is disclosed to Franchisee solely on the condition that Franchisee agrees, and Franchisee hereby agrees, that Franchisee:

(1) will use the Confidential Information in strict accordance with the instructions and directions given by Franchisor from time to time;

(2) will not use the Confidential Information, directly or indirectly, in any other business or capacity;

(3) will not, at any time, in any manner or form, directly or indirectly, disclose, duplicate, license, sell, reveal, divulge, publish or communicate the Confidential Information, or any portion thereof, to any person or entity other than Franchisee's authorized employees or consultants who need to have such information in connection with their jobs and who first sign Franchisee's then-current form of confidentiality and noncompetition agreement (in a form acceptable to Franchisor);

(4) will not copy any materials containing the Confidential Information, including, without limitation, the Brand Standards Manual, without Franchisor's prior written consent;

(5) will observe and implement all procedures imposed from time to time by Franchisor to prevent the unauthorized use and disclosure of the Confidential Information;

(6) will keep the Brand Standards Manual and other written materials containing any portion of the Confidential Information in a secure manner and place; and

(7) if Franchisee is legally compelled by a court or government agency to disclose any of the Confidential Information, will do so only if Franchisee has used its best efforts to afford Franchisor the opportunity of obtaining appropriate protective orders or other assurances of confidentiality satisfactory to Franchisor.

7. FEES

A. INITIAL FRANCHISE FEE

Franchisee shall pay to Franchisor an initial franchise fee of Fifty Thousand Dollars ($50,000.00) upon execution of this Agreement. The initial franchise fee is fully earned immediately upon payment and is non-refundable.

B. ROYALTY FEE

On or prior to Wednesday of each calendar week during the term of this Agreement (or the next business day if Wednesday is a federal holiday), Franchisee shall pay to Franchisor a non-refundable royalty with respect to Gross Revenues received during the preceding calendar week ("**Royalty Fee**"), equal to the greater of the following:

Year	Monthly Royalty Fee is the greater of 6.5 % of Gross Revenues or:
1	$6,500.00
2	$19,500.00
3	$26,000.00
4	$29,250.00
5 and each year thereafter	$32,500.00

"**Gross Revenues**" means all revenues Franchisee receives from the operation of the Franchised Business (including, without limitation, any payments under business interruption insurance coverage), deducting only amounts paid to any governmental tax authority for sales or use tax and any customer refunds made in accordance with Franchisor's policy.

C. MARKETING FEE

Franchisee must contribute three percent (3%) of Gross Revenues ("**Marketing Fee**") monthly on or prior to the seventh (7th) day of each calendar month with respect to

the preceding calendar month, to a marketing fund that Franchisor administers ("**Marketing Fund**"). Franchisor may adjust the percentage of Gross Revenues that Franchisee must contribute to the Marketing Fund at any time not to exceed three percent (3%) of Gross Revenues. The Marketing Fee is non-refundable.

D. SOFTWARE SET-UP FEE

Upon execution of this Agreement, Franchisee shall pay Franchisor a non-refundable initial set-up fee of Eight Thousand Five Hundred Dollars ($8,500.00) for a tablet, the licensed software, and email software set-up.

E. TECHNOLOGY FEE

Franchisee shall pay to Franchisor a non-refundable monthly fee of Five Hundred Dollars ($500.00) plus Thirty Dollars per user per month for access to and support for the licensed software ("**Technology Access Fee**") on or prior to the seventh (7th) day of each calendar month. Franchisor shall have the right to increase the Technology Access Fee annually upon thirty (30) days' prior notice, up to Nine Hundred Dollars ($900.00) per month.

F. DESIGN AND ENGINEERING FEE

On or prior to Wednesday of each week following the delivery of a project design and installation plan (or the next business day if Wednesday is a federal holiday), Franchisee shall pay to Franchisor a non-refundable design and engineering fee of the greater of One Hundred Fifty Dollars ($150.00) or three percent (3%) of the gross revenues for the project ("**Design and Engineering Fee**"). If the manufacturer does not publish or provide an MSRP, Franchisor shall establish one, In its sole judgment, by applying a typical gross margin to the standard dealer cost of the component.

G. PAYMENT METHOD

Franchisee must make payments by electronic funds transfer ("**EFT**"), and Franchisee shall execute and deliver such instruments as are necessary and appropriate to carry out such transfers. Franchisor shall have the right to vary the day and frequency of the due date of any payments (e.g., from Monday to Wednesday or monthly to weekly) and the method of payment from time to time. All fees required to be paid by Franchisee to Franchisor under this Agreement are non-refundable.

H. NONPAYMENT

If Franchisor does not receive Franchisee's Royalty Fee, Marketing Fee, Technology Fee, Design and Engineering Fee or any other payment hereunder when due, Franchisee acknowledges that, in addition to exercising all other rights and remedies that Franchisor has, Franchisor may terminate this Agreement.

I. CHARGE ON LATE PAYMENTS; DISHONORED PAYMENTS

In addition to all other rights and remedies that accrue to Franchisor, if Franchisee does not pay an amount when due, then Franchisee must pay Franchisor a late fee equal to the lesser of two percent (2%) of the amount due per month or the highest applicable rate allowed by law. In the event any payment by Franchisee is made by check and is returned to Franchisor for insufficient funds, or is made by credit or debit card, by EFT or other form of payment, and such payment is dishonored, Franchisee will be assessed an administrative handling fee of One Hundred Dollars ($100.00) in addition to all other applicable late fees and administrative charges. In such event Franchisor may also require Franchisee to make all future payments by money order, cashier's check or a similar method of payment of immediately available funds. Franchisee acknowledges that this Section does not constitute agreement by Franchisor to accept such payments after they are due or a commitment to extend credit to, or otherwise finance such amounts.

J. NO WITHHOLDING OF PAYMENT

Franchisee agrees that Franchisee will not, on the grounds of the alleged nonperformance by Franchisor of any of its obligations hereunder or for any other reason whatsoever, withhold payment of any amounts due, nor shall Franchisee have any right of offset.

K. APPLICATION OF PAYMENTS; RIGHT OF OFFSET

Notwithstanding any designation by Franchisee, Franchisor shall have discretion to apply any payments by Franchisee to any current or past due indebtedness of Franchisee. In addition, Franchisor shall have the right to offset any amounts due to it or its affiliates against any amounts to be paid to Franchisee.

L. TAXES

In the event Franchisee is required by local law to withhold or deduct any tax on behalf of Franchisor from any amount payable to Franchisor under this Agreement and Franchisor is not able to obtain a credit or refund of such amount, Franchisee shall increase the payment made to Franchisor by that amount and shall provide Franchisor with (1) documentation showing that Franchisor is being taxed at the lowest rate allowed under local law, and (2) written receipts from the appropriate taxing authority certifying that payments have been made on Franchisor's behalf at the rates previously communicated to Franchisor.

8. REPORTING AND RECORDKEEPING

A. COMPUTER SYSTEM

In addition to the licensed software, Franchisee shall acquire or possess a personal computer (PC) system capable of running the most recent version of Windows, including a high-speed internet connection and browser sufficient to manage the

operation of the Franchised Business, and that meets or exceeds Franchisor's specifications as set forth in the Brand Standards Manual. Franchisee shall maintain, repair, upgrade or update any computer equipment used in the Franchised Business to maintain compatibility with any designated software. Franchisee must purchase and obtain the appropriate computer hardware, software and services from Franchisor, Franchisor's affiliate or Franchisor's designated suppliers. Franchisee acknowledges that Franchisor may change the computer hardware and software it requires Franchisee to use and that Franchisee will make all such changes upon receipt of notice from Franchisor. Franchisee further acknowledges that there may be an increase in fees and other costs to make such changes.

B. RECORDKEEPING

Franchisee shall use such bookkeeping and recordkeeping procedures as shall fairly reflect the Gross Revenues, receipts and reports, costs of labor, semi-variables, fixed costs and advertising, and the financial results of the Franchised Business, and also such procedures as may be more particularly described in the Brand Standards Manual. Franchisee shall maintain an accounting system approved by Franchisor which fully and accurately reflects all aspects of the business conducted under this Agreement and which is compatible and consistent with Franchisor's system.

C. REPORTS

Franchisee shall track information and generate financial reports for the Franchised Business in a manner consistent with Franchisor's requirements including, without limitation, Franchisor's designated chart of accounts and income and balance sheet format to provide financial reporting and analysis. Within thirty (30) days after the close of each calendar quarter and within ninety (90) days after the close of each fiscal year of Franchisee during the term of this Agreement, Franchisee shall provide to Franchisor a Gross Revenues report, profit and loss statement and, for the annual statement, a balance sheet, on such forms as Franchisor may require, prepared in accordance with U.S. generally accepted accounting principles. Franchisee shall also submit to Franchisor such other financial and non-financial reports and information as Franchisor may request. These statements and reports shall be certified as true and correct by Franchisee. Each such report shall be in the form and present the information required by or described in the Brand Standards Manual. Franchisee must provide on-going electronic access to Franchisor to Franchisee's Gross Revenues, costs, other financial information and financial statements.

D. REQUIRED DISCLOSURE

Franchisee acknowledges that Franchisor may be required by law, regulation or other legal requirement, or may deem it advisable, to disclose information regarding Franchisee or the operation of the Franchised Business, including without limitation, costs, revenues, earnings or other financial performance information. Franchisee agrees that Franchisor shall be entitled to disclose such information and that Franchisor shall have the right to determine the extent and manner in which such disclosure will be

made. If Franchisor does not have the information necessary for the disclosure Franchisor determines it will make, Franchisee shall provide such information to Franchisor promptly upon Franchisor's request.

9. MARKETING AND ADVERTISING

A. MARKETING FUND

Franchisee agrees and acknowledges that the Marketing Fee may be deposited in Franchisor's general operating account, may be commingled with Franchisor's general operating funds and may be deemed an asset of Franchisor. Franchisor will administratively segregate the Marketing Fund on its books and records. Franchisor will use the Marketing Fund for the purpose of promoting the System as a whole and increasing the goodwill of the Marks. Franchisor will conduct such advertising and marketing of the System and its services as Franchisor deems desirable to promote and enhance the reputation of the System. Franchisor will provide to Franchisee sales programs and materials for use in the promotion of the Franchise Business. Franchisee understands, acknowledges and agrees that all decisions regarding advertising and marketing, including without limitation the type, quantity, timing, placement and choice of media, market areas and advertising agencies shall be made by Franchisor. Franchisee agrees and acknowledges that all costs of the formulation, development and production of any advertising and promotion (including without limitation the proportional compensation of Franchisor's employees who devote time and render services in connection with such advertising and promotional programs and the administration, accounting and collection of the Marketing Fees) will be paid from the Marketing Fund. Franchisor does not have any obligation to make expenditures that are proportional or equivalent to Franchisee's Marketing Fees in Franchisee's Authorized Area, nor does Franchisor represent that Franchisee will benefit directly or pro rata from the placement of advertising. Franchisee agrees and acknowledges that Franchisor has the right to conduct local, regional or national advertising campaigns.

B. LOCAL ADVERTISING AND MARKETING

Franchisee shall conduct local advertising and marketing in the Authorized Area. Franchisee agrees to spend three percent (3%) of Gross Revenues on such local advertising and marketing. Franchisee shall keep accurate records of such expenditures, and shall submit to Franchisor evidence of such expenditures for each calendar month on or before the seventh (7th) day of each month for the preceding calendar month during which such expenditures were made. Franchisor may adjust the amount of expenditures required for local advertising and promotions at any time. Franchisee shall not advertise outside of the Authorized Area unless Franchisee obtains Franchisor's prior written consent to do so. Franchisor may periodically assist Franchisee in developing a business plan for the operation and marketing of the Franchised Business. Franchisee agrees and acknowledges that Franchisor has the right to establish a local or regional marketing cooperative, and agrees to participate in such a cooperative if required to do so by Franchisor. Franchisor may require

Franchisee to contribute all or a portion of its local advertising expenditures to such a cooperative.

C. CONSENT TO USE OF ADVERTISING

All advertising copy and other marketing and promotional materials Franchisee proposes to use shall be in strict accordance and conformity with the standards, formats and specimens set forth in the Brand Standards Manual. Franchisee shall submit the proposed advertising material to Franchisor in advance of publication and shall use only such advertising copy and materials for which Franchisor has given its written consent. If Franchisee wishes to develop advertising materials, Franchisee shall submit the proposed advertising material to Franchisor at least fourteen (14) days in advance of publication or use and shall use only such advertising copy and materials as have been authorized in writing by Franchisor. Franchisee agrees and acknowledges that the copyright for any advertising or other materials that Franchisee develops for the Franchised Business shall automatically be assigned to Franchisor without any further action by the parties required.

D. INITIAL LAUNCH MARKETING

Franchisee acknowledges and agrees that adequate initial launch marketing is essential to the success of the Franchised Business and agrees to conduct such marketing in connection with the opening of the Franchised Business in accordance with Franchisor's directions. Franchisor shall provide assistance to Franchisee in conducting such advertising and marketing efforts. Franchisee agrees and acknowledges that such required program required by Franchisor will cost a minimum of Ten Thousand Dollars ($10,000.00), such program to take place within the first ninety (90) days after beginning to conduct the Franchised Business. Franchisee must obtain Franchisor's prior written consent to Franchisee's initial launch marketing activities.

E. DISCOUNTS AND COUPONS

From time to time as part of the advertising and promotional activities conducted by Franchisor, Franchisor may institute discount programs and issue or permit franchisees to issue coupons and gift certificates. Franchisee agrees to accept such coupons and gift certificates from customers and to redeem them in accordance with Franchisor's policies then in effect and to participate in such discount programs to the extent permitted by applicable law and licensing boards. Franchisee shall not offer any discounts or coupon or gift certificate programs without Franchisor's prior written consent.

F. NO FIDUCIARY DUTY

Nothing in this Section or anywhere in this Agreement creates a fiduciary relationship between the parties, nor shall anything herein be deemed to create any trust duties between the parties. No covenant shall be implied to vary or interpret the terms of this Agreement.

10. INSPECTION RIGHTS

A. TIMING AND SCOPE

Franchisor and its representatives shall have the right, at any time, with or without notice, to monitor and observe the conduct of the Franchised Business for the purpose of determining compliance with the requirements of this Agreement, for conducting quality assurance audits and for any other purpose connected with the System. In addition, Franchisor and its representatives and designees shall have the right, without prior notice to Franchisee, to inspect and request copies of any and all business records and documents of Franchisee relating in any way to the operation of the business licensed hereunder. Franchisee shall fully cooperate with Franchisor or any such representative or designee making, requiring, conducting, supervising or observing any such inspection. Franchisor may notify Franchisee of any deficiencies whereupon Franchisee shall immediately take all corrective action required by Franchisor.

B. FRANCHISEE PERFORMANCE MONITORING SYSTEM

Franchisor may, at its option, establish a franchisee performance monitoring system whereby customers will be able to provide feedback on their At-Ease Home Services experience.

C. RECORDS

Franchisor's representatives shall have the right at all times during normal business hours to confer with employees and customers of the Franchised Business, to observe the manner in which Franchisee is rendering its services and conducting its delivery activities, and to inspect and audit Franchisee's books, records and tax returns, or such portions thereof as pertain to the operation of the Franchised Business. All such books, records and tax returns shall be kept and maintained for at least three (3) years after their creation at the premises disclosed in **Exhibit C** or such other place as may be agreed to from time to time in writing by the parties. If any such inspection or audit reveals that the Gross Revenues reported in any report or statement are less than the actual Gross Revenues ascertained by such inspection, then Franchisee shall immediately pay Franchisor the additional amount of Royalty Fees, Marketing Fees and any other fees owing by reason of the understatement of Gross Revenues previously reported, together with interest as provided in Section 7I above. In the event that any report or statement understates Gross Revenues by more than two percent (2%) of the actual Gross Revenues ascertained by Franchisor's inspection, Franchisee shall, in addition to making the payment provided for in the immediately preceding sentence, and in addition to any other remedies and rights Franchisor may have, pay and reimburse Franchisor for any and all reasonable expenses incurred in connection with its inspection and audit, including, but not limited to, reasonable accounting and legal fees and travel expenses, accommodations, meals and compensation for Franchisor's representatives. Such payments shall be without prejudice to any other rights or remedies Franchisor may have under this Agreement or otherwise.

11. MARKS AND COPYRIGHT

A. OWNERSHIP OF MARKS AND GOODWILL

Franchisee's right to use the Marks is derived solely from, and is subject to, the terms and conditions of this Agreement. Such right is limited to the operation of the Franchised Business in accordance with this Agreement and all mandatory standards, specifications and operating procedures prescribed from time to time by Franchisor. Franchisee agrees not to contest or oppose, nor to assist anyone else to contest or oppose, directly or indirectly, Franchisor's affiliate's ownership of the Marks, its applications for registration, or registration of, or the validity or enforceability of, any of the Marks or Franchisor's right to use and license the Marks. Franchisee also agrees not to acquire or use any trademarks that are similar or identical to the Marks. Franchisee agrees that its usage of the Marks and any goodwill established thereby shall inure to the exclusive benefit of Franchisor and its affiliate.

B. LIMITATIONS ON FRANCHISEE'S USE OF MARKS AND TRADE DRESS

(1) If local laws require that Franchisee file a registration stating that Franchisee is conducting business under an assumed name or trade name, Franchisee shall state in such document that it is conducting such business as a franchisee of Franchisor. Franchisee shall use the Marks consistently and shall reproduce the Marks in the exact manner directed by Franchisor. With respect to the colors used for the Marks, Franchisee shall use the colors and shades designated by Franchisor. Franchisee further agrees to use the Marks as adjectives rather than nouns and to place a disclaimer in a prominent location in the Franchised Business to the effect that "At-Ease Home Services" is a trademark (or registered trademark, if applicable) of Franchisor and that the Franchised Business is owned and operated by Franchisee, an independently owned and operated franchisee of Franchisor. Franchisee shall correct any misuse of the Marks immediately upon receipt of notice from Franchisor.

(2) Franchisee shall not use any of the Marks or similar words or colorable imitations thereof as part of any name of any corporation, partnership, limited liability company or other business entity, or with any other prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form or as part of any domain name, web address or similar electronic use; nor may Franchisee use any of the Marks in connection with the sale of any unauthorized products or service or in any other manner not explicitly authorized in writing by Franchisor. Franchisee will not use or display, or permit the use or display, of the trademarks, trade names, service marks, insignias, logotypes or any other commercial symbols or trade dress of any other person or entity in connection with the Franchised Business without the prior written consent of Franchisor, or as expressly permitted in the Brand Standards Manual.

(3) Franchisor has the right to control the quality of services offered by Franchisee under the Marks. Franchisee shall comply with the quality control standards prescribed by Franchisor. Upon request by Franchisor, Franchisee shall deliver to

Franchisor a written affidavit in a form acceptable to Franchisor affirming that Franchisee is in compliance with the quality control standards prescribed by Franchisor and there has been no decline in the quality standards in the operation of the Franchised Business.

C. COPYRIGHTS

Franchisee acknowledges that Franchisor and its affiliate have developed, and may further develop during the term of this Agreement, certain artistic designs, and certain other word combinations and other materials designated for use by Franchisee including, but not limited to, the Brand Standards Manual and various other materials used in the Franchised Business including DVDs, webinars, advertising, promotional and training materials. Franchisee acknowledges that Franchisor and its affiliate retain all right, title and interest thereto as provided by copyright law to the originator of works and, further, that Franchisee is licensed to use such copyrighted materials solely in accordance with the terms and during the term of this Agreement. Franchisee agrees and acknowledges that, if Franchisee develops any materials for use in the Franchised Business that Franchisor authorizes, Franchisor may incorporate such materials in the System and the copyright for any such materials shall belong to Franchisor without any further action required by the parties.

D. DEFENSE OF TRADEMARKS AND COPYRIGHTS

(1) In the event that Franchisee receives notice or learns of a claim, suit, demand or proceeding against Franchisee on account of any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks or of any of Franchisor's or its affiliate's copyrights in accordance with the terms of this Agreement, Franchisee shall promptly notify Franchisor of such claim, suit, demand or proceeding. Franchisee shall have no power, right, or authority to settle or compromise any such claim by a third party without the prior written consent of Franchisor. Provided that Franchisee is in full compliance with this Agreement, Franchisor shall defend Franchisee against any claim by a third party against Franchisee for Franchisee's use of the Marks and copyrighted material in accordance with this Agreement, using attorneys of Franchisor's choosing. Franchisor may elect to compromise or settle any such claim, at its sole discretion. Franchisee agrees to cooperate fully with Franchisor in connection with any such defense. Franchisee irrevocably grants Franchisor authority and power of attorney to defend or settle such claims, demands, suits or proceedings.

(2) In the event that Franchisee receives notice or is informed or learns that any third party, that Franchisee believes to be unauthorized to use the Marks, is using the Marks or any variants thereof, or is using any of Franchisor's or its affiliate's copyrights, Franchisee shall promptly notify Franchisor. Thereupon, Franchisor shall, in its sole discretion, determine whether or not it wishes to undertake any action against such third party on account of said person's alleged infringement of the Marks or copyrights. In the event Franchisor undertakes such action, it shall have the authority and power of attorney to prosecute or settle such action. Franchisee agrees to render such assistance as Franchisor requires and agrees to cooperate fully with Franchisor to

carry out the prosecution of any such action. Franchisee shall have no right to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of said alleged infringement.

E. DISCONTINUANCE OF USE OF MARKS

If it becomes advisable at any time in Franchisor's sole discretion for Franchisee to modify or discontinue use of any Mark or any items of Trade Dress or use one or more additional or substitute marks or items, Franchisee agrees to comply with Franchisor's directions to modify or otherwise discontinue the use of such Mark or item of Trade Dress and to accept, use and display such additional marks or items of trade dress within a reasonable time after notice thereof by Franchisor but in no event more than thirty (30) days after receiving notice from Franchisor. Franchisor shall not be obligated to compensate Franchisee for any costs incurred by Franchisee in connection with any such addition, modification or discontinuance.

12. COMPETITION

A. FRANCHISEE'S COVENANT NOT TO COMPETE

(1) Franchisee acknowledges that Franchisor could not protect Confidential Information against unauthorized use or disclosure and could not achieve a free exchange of ideas and information among owners of Franchised Businesses if Franchisee held interests in any competitive business. Franchisee acknowledges that Franchisor grants the rights to Franchisee in part in consideration of, and in reliance upon, Franchisee's agreement to deal exclusively with Franchisor. Therefore, Franchisee shall not at any time during the term of this Agreement, individually or in conjunction with any person or entity, have any interest as an owner, investor, shareholder, partner, member, lender, director, officer, manager, employee, consultant, guarantor, representative, or agent or in any other manner whatsoever, directly or indirectly, carry on or be engaged in, financially or otherwise, or advise in the establishment or operation of any business involving or related to the home automation installation and support services field, or any similar business. Furthermore, Franchisee shall not induce or encourage any At-Ease Home Services personnel to leave the At-Ease Home Services business (whether franchisee or Franchisor or affiliate-owned).

(2) In addition, for two (2) years after the termination or expiration of this Agreement, Franchisee shall not carry on, be engaged in or advise in the establishment or operation of any business involving or related to the home automation installation and support services field or similar businesses described in subsection (1) above except (a) pursuant to Franchise Agreements with Franchisor, or (b) if Franchisee is not then a party to any other Franchise Agreement with Franchisor, only at a site that is at least ten (10) miles from the Authorized Area of any Franchised Business (including Franchisee's former Franchised Business) that is operating or being developed. Franchisee agrees and acknowledges that this restriction represents only a limited one on Franchisee's ability to conduct a business and that the purpose of this covenant is not to deprive

Franchisee of a means of livelihood, and will not do so, but is rather to protect the goodwill and interest of the Marks and the System.

B. ACTIVITIES OF OTHER PERSONS

The activities of Franchisee's immediate family, Franchisee's owners, officers, directors, shareholders, trusts, trustees, subsidiaries, parent companies, partners, agents and employees or any enterprise in which any of them owns, directly or indirectly, any equity interest (except for investments totaling less than one percent (1%) of the stock of publicly held corporations), for purposes of this Section 12, shall be deemed to be activities of Franchisee. Upon Franchisor's request, Franchisee shall obtain the signature of any such persons on non-disclosure and non-competition agreements in a form acceptable to Franchisor. Franchisee shall use its best efforts to cause such other persons to observe the terms of those agreements.

13. TERMINATION

The following provisions are in addition to and not in limitation of any other rights and remedies Franchisor may have at law or in equity, all of which are expressly reserved. The exercise by Franchisor of any right or remedy shall not be deemed an election of remedies.

A. WITH NOTICE AND NO OPPORTUNITY TO CURE

This Agreement shall immediately terminate on delivery of notice of termination to Franchisee by Franchisor upon the occurrence of any of the following events, each of which is deemed to be an incurable breach of this Agreement and each of which is deemed to be "**good cause**." If Franchisee:

(1) becomes insolvent or admits in writing Franchisee's inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, files a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like or if such a petition is filed by a third party, or if an application for a receiver is made by anyone and such petition or application is not resolved favorably to Franchisee within ninety (90) days;

(2) abandons the Franchised Business by failing to operate it for five (5) consecutive business days or for any shorter period in such circumstances that render reasonable the conclusion that Franchisee does not intend to continue operating the Franchised Business, unless such failure is due to disaster or similar reasons beyond Franchisee's control;

(3) has made any material misrepresentation or omission in the application for the Franchised Business or in any report that Franchisee submits to Franchisor pursuant to this Agreement;

(4) fails to begin conducting the Franchised Business in accordance with Section 2C of this Agreement;

(5) or Franchisee's manager, technician or other personnel fail to complete the Initial Classroom Training Program to Franchisor's satisfaction according to Section 3A of this Agreement;

(6) fails to meet the Minimum Performance Standards according to Section 4G of this Agreement;

(7) is convicted by a trial court of or pleads no contest to a felony or other crime or offense or engages in conduct that reflects materially and unfavorably upon the operation and reputation of Franchisor, the System or the Franchised Business, or if any principal is convicted of or pleads no contest to a felony or other crime or offense or engages in such conduct;

(8) attempts to make or makes an unauthorized assignment, encumbrance or other transfer of Franchisee's rights or obligations under this Agreement;

(9) is a party to any other agreement with Franchisor or its affiliates that is terminated for Franchisee's breach thereof;

(10) makes any unauthorized use of the Marks or Confidential Information or makes any duplication or disclosure of any Confidential Information including, but not limited to, any portion of the Brand Standards Manual;

(11) fails to treat and protect the Brand Standards Manual and its contents as confidential, including failure to store the Brand Standards Manual in a secure location;

(12) fails on three (3) or more separate occasions during the term of this Agreement to pay on a timely basis any fees payable hereunder or otherwise fails to comply with this Agreement or the Brand Standards Manual and the quality standards therein, whether or not such failures to comply are corrected after notice is delivered to Franchisee and whether or not such failures to comply relate to the same or different requirements of this Agreement;

(13) has, at any time, the Franchised Business or its assets or premises seized, taken over or foreclosed by a government official in the exercise of such official's duties, or by a creditor, lien holder or lessor of Franchisee, or a writ or levy of execution shall issue against the franchise granted hereunder or the goods and chattels of Franchisee;

(14) fails, for a period of three (3) days after notification of noncompliance, to comply with any federal, state or local law or regulations applicable to the operation of the Franchised Business, including, without limitation, the Americans with Disabilities Act;

(15) intentionally under-reports its Gross Revenues to Franchisor;

(16) has an undischarged execution of levy on the Franchised Business;

(17) offers unauthorized products or services;

(18) has its right under any license or permit suspended, terminated or interrupted;

(19) has a judgment against it issued in the amount of more than Five Thousand Dollars ($5,000.00) that remains unsatisfied (unless an appeal is filed or a supersedeas bond is secured) for a period of more than thirty (30) days;

(20) is subject to a determination by Franchisor, in its sole discretion, that continued operation of the Franchised Business by Franchisee will result in imminent danger to public health or safety;

(21) engages in fraudulent behavior including, without limitation, insurance or billing fraud;

(22) fails to submit to Franchisor any reports provided by local licensing authorities within ten (10) days of receipt; or

(23) or any person mentioned in Section 12B becomes: (a) a person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or similar status, (b) a person described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001, or (c) a person otherwise identified by government or legal authority as a person with whom Franchisor is prohibited from transacting business ("**Specially Designated National or Blocked Person**") or a person in which a Specially Designated National or Blocked Person has an interest.

B. WITH NOTICE AND OPPORTUNITY TO CURE

This Agreement shall terminate upon Franchisee's failure to cure any of the following, each of which is deemed to be "**good cause**":

(1) noncompliance with any requirement in this Agreement not listed in Subsection A above and failure to cure such noncompliance within thirty (30) days after notice thereof is delivered to Franchisee; or

(2) failure to make payments to Franchisor for any amounts due within five (5) days after notice of such failure is delivered to Franchisee.

C. NO WAIVER

The description of any default in any notice served upon Franchisee shall in no way preclude Franchisor from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination hereof.

D. ENFORCEMENT

Franchisee agrees and acknowledges that Franchisor's decision to enforce or not to enforce compliance with its rules and regulations by other franchisees shall not affect Franchisor's right to enforce such rules and regulations against Franchisee, even under similar circumstances.

14. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. PAYMENT OF AMOUNTS OWED TO FRANCHISOR

Franchisee agrees to pay Franchisor and its affiliates immediately after the effective date of termination or expiration of this Agreement, all amounts due to Franchisor and all other amounts owed to Franchisor or its affiliates which are then unpaid.

B. PURCHASE OPTION

Upon termination or expiration of this Agreement, Franchisor or its nominee shall have the option, exercisable for sixty (60) days following the effective date of termination or expiration, to purchase the assets of the Franchised Business. The purchase price for the assets will be the fair market value as determined by the parties. If the parties are unable to agree upon the fair market value of the assets, they shall jointly select an independent appraiser to do so. Franchisee and Franchisor shall each pay one-half (½) of the cost of appraisal. The fair market value of the assets shall be determined without giving effect to goodwill. Franchisor may deduct any amounts Franchisee owes to Franchisor, any liabilities relating to the assets, and, if Franchisor has not complied with the requirements of this Agreement to upgrade and renovate the Franchised Business, the amount necessary to upgrade and renovate the Franchised Business to reflect Franchisor's then-current image. The purchase price will be payable fifty percent (50%) at the time of closing and the balance in three (3) equal quantity installments of principal plus interest at a rate per annum equal to the prime lending rate charged by Franchisor's bank determined as of the closing date.

C. MARKS

After the termination or expiration of this Agreement, Franchisee will:

(1) cease using licensed software or any successor technology Franchisee has been using to conduct the Franchised Business;

(2) not directly or indirectly at any time or in any manner identify Franchisee or any business with which Franchisee is affiliated as a current or former franchisee or licensee of Franchisor, or as otherwise associated with Franchisor, or use any Mark, item of Trade Dress, any imitation thereof or other indicia of the Franchised Business in any manner or for any purpose, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association, or former connection or association, with Franchisor;

(3) at Franchisor's option, return or destroy (and if destroyed, Franchisee must set forth with particularity in a writing signed by Franchisee or a principal thereof the items destroyed) all items bearing any Marks;

(4) refrain from engaging in a competing business and inducing personnel to leave the System, as provided in Section 12 above;

(5) stop using the Marks and the System and return to Franchisor all copies of the Brand Standards Manual and all other Confidential Information, including, without limitation, marketing material, and other materials containing the Marks as well as any lists of customers and contact information;

(6) stop all use of all telephone numbers, facsimile numbers, e-mail addresses, home pages, sub-domain names, social media pages, web sites and the like that are associated with the Franchised Business and cooperate with Franchisor in causing all applicable telephone companies and other service providers to reassign such numbers and addresses and names to Franchisor or its nominee including, without limitation, signing transfer forms upon the execution of this Agreement or upon demand by Franchisor for use by Franchisor upon expiration or termination of this Agreement;

(7) refrain from soliciting customers of the Franchised Business, and turn over all customer and client information and data to Franchisor;

(8) take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any Marks;

(9) assist in the smooth transition of the business to any successor franchisee or to Franchisor or its affiliate;

(10) refrain from making any disparaging comments regarding Franchisor or the System;

(11) obtain "tail" insurance coverage that meets Franchisor's specifications, which tail coverage shall extend the insurance policies required pursuant to Section 5 hereof for a minimum of three (3) years; and

(12) comply with all further requirements set forth in the Brand Standards Manual.

D. CONTINUING OBLIGATIONS

All obligations of the parties that expressly or by nature survive the expiration or termination of this Agreement, including without limitation, Sections 6, 11, 12, 16, 17F, 17J and 17Q shall continue in full force and effect subsequent to and notwithstanding its expiration or termination until they are satisfied in full or by nature expire.

15. ASSIGNMENT, TRANSFER AND ENCUMBRANCE

A. BY FRANCHISOR

This Agreement is fully transferable and assignable by Franchisor, in whole or in part, and shall inure to the benefit of any assignee, transferee or other legal successor to its interest herein.

B. BY FRANCHISEE

(1) The rights granted to Franchisee in this Agreement are personal and Franchisee acknowledges that Franchisor is entering into this Agreement in reliance upon and in consideration of the individual character, skill, attitude, business ability and financial capacity of Franchisee or, if Franchisee is a corporation, partnership, limited liability company or other entity, of its principal owners and officers or partners. Accordingly, Franchisee shall not transfer (as defined below) this Agreement or any interest therein without Franchisor's written consent and without offering Franchisor a right of first refusal. Any attempt at a transfer that violates the provisions of this Section shall constitute a material breach of this Agreement and shall convey no right or interest in this Agreement. A transfer by an individual franchisee to an entity that is wholly owned by the Franchisee and the sole business of which is the operation of the business contemplated by this Agreement shall not be subject to the Franchisor's right of first refusal nor shall Franchisee be required to pay the transfer fee set forth in subsection 15B(3)(e) below; provided that Franchisee notifies Franchisor in advance of the transfer and provides Franchisor with all documents Franchisor deems necessary or advisable, including without limitation, an assumption agreement and personal guaranty by Franchisee as an individual. The entity must agree to the Franchise Agreement. Franchisee shall reimburse Franchisor for its expenses in documenting such a transfer.

(2) For purposes hereof, "**transfer**" means any voluntary, involuntary, direct or indirect assignment, sale, division, encumbrance, hypothecation, mortgage, pledge or other transfer by Franchisee, in whole or in part, of any interest in this Agreement, any interest in the Franchised Business or more than twenty-five percent (25%) of the ownership of Franchisee (either by one or by a series of transfers), if Franchisee is a corporation, partnership, limited liability company or other entity. "**Transfer**" shall also include, in the event of an individual Franchisee's death, a transfer to the surviving spouse, heirs, estate or other representative of Franchisee ("**Survivor**").

(3) Franchisor may require fulfillment of any or all of the following conditions precedent to the granting of consent to any transfer:

(a) there shall be no existing default in the performance of Franchisee's obligations under this Agreement or under any other Agreement with Franchisor or any of its affiliates;

(b) the Franchised Business shall be in complete compliance with Franchisor's then-current standards;

(c) the proposed transferee shall be qualified according to Franchisor's then-current standards for new franchisees including obtaining all necessary permits and licenses for operation, and shall have successfully completed Franchisor's Initial Classroom Training Program;

(d) the proposed transferee shall have executed Franchisor's then-current standard franchise agreement for a term of years equal to the remaining term of this Agreement, the proposed transferee shall have executed all ancillary agreements then required by Franchisor and all holders of an equity interest in the proposed transferee (if an entity) shall have executed Franchisor's then-current form of guaranty;

(e) Franchisee shall have paid to Franchisor a transfer fee of (i) twenty-five percent (25%) of the then-current initial franchise fee if the transferee is an existing franchisee of Franchisor; or (ii) fifty percent (50%) of the then-current initial franchise fee if the transferee is not an existing franchisee or Franchisor. Franchisee must pay to Franchisor the transfer fee upon submission of an application to transfer. If Franchisor does not consent to the transfer, Franchisor will return the transfer fee to Franchisee after deducting any expenses Franchisor may have incurred in evaluating the proposed transfer;

(f) Franchisee (and its owners if Franchisee is a corporation or other entity) shall have executed a general release in a form acceptable to Franchisor of any and all claims against Franchisor and its affiliates, associates, officers, directors, managers, shareholders, members, employees, agents and representatives;

(g) any obligations of the transferee to Franchisee shall be subrogated to the transferee's obligations to Franchisor under the franchise agreement it enters into with Franchisor;

(h) at Franchisor's option, Franchisee must transfer this Agreement together with all other agreements it has entered into with Franchisor and all rights thereunder to the transferee;

(i) the transferee must have all licenses and permits necessary to operate the Franchised Business; and

(j) the transferee must not be a Specially Designated National or Blocked Person.

(4) Franchisor's consent to any transfer shall not constitute a waiver of any claim that Franchisor may have against Franchisee or its owner(s), or of Franchisor's right to demand strict compliance with this Agreement.

(5) No interest in this Agreement or the franchise shall be the subject of a lien, security interest or pledge either in favor of Franchisee as part of a transfer, or otherwise.

C. RIGHT OF FIRST REFUSAL

Franchisee shall provide Franchisor with complete information on the proposed transferee and terms of the transfer. Within sixty (60) days of receipt of the complete information and documents by Franchisor, Franchisor will inform Franchisee (1) whether it or its nominee will exercise its right of first refusal, and (2) if not, whether it will consent to the transfer. In the event that Franchisor notifies Franchisee that it or its nominee will exercise its right of first refusal, except as provided below, Franchisor or its nominee will accept the transfer upon the same terms and conditions as set forth in the instruments and documents which embodied the proposed transfer. Franchisor or its nominee shall not be required, by exercise of such right of first refusal, to perform obligations of the proposed transferee which are merely incidental to the transfer (e.g., employment agreements in favor of individuals, and brokers or finders fees to be paid by the proposed transferee to or on behalf of Franchisee or any owner of Franchisee). Franchisor or its nominee has the right to substitute a cash equivalent for any non-cash consideration that is part of the proposed transfer. Moreover, Franchisor shall have not less than sixty (60) days from the delivery of Franchisor's notice of exercise to consummate the transfer. If Franchisor elects not to exercise its right of first refusal and consents to the proposed transferee, Franchisee may consummate the proposed transfer, but only upon the terms and conditions set forth in the notice submitted to Franchisor. Franchisee's failure to then consummate the transfer within thirty (30) days after Franchisor's notice that it will not exercise its right of refusal (or the expiration of any time periods set forth above), or a change in the terms and conditions of the transfer, shall each be deemed a new transfer, and shall require Franchisee to obtain Franchisor's consent and to offer Franchisor a right of first refusal.

D. DEATH OR PERMANENT DISABILITY

If Franchisee, or the principal of a Franchisee that is not an individual, dies or is permanently disabled in a manner that prohibits operation of the Franchised Business, the Survivor or the Franchisee, as applicable, or in the case of permanent disability, the Franchisee's representative, shall, within sixty (60) days of such death or determination of permanent disability, either (i) meet all of the qualifications required of franchisees, demonstrate he, she or it is legally entitled to Franchisee's rights, and obtain consents from the required authorities for transfer of licenses and any other operations requirements, if necessary, or (ii) shall transfer the Franchise Agreement in compliance with the requirements of this Section. Franchisee must not be in default under this Agreement or under any other agreement with Franchisor or its affiliate, and must pay all of the Franchisor's expenses incurred in connection with Franchisor's evaluation and training for Franchisee's survivor or representative.

16. INDEMNIFICATION OF FRANCHISOR

Franchisee shall, during the term of this Agreement and after the termination or expiration of this Agreement, protect, defend, indemnify and hold the Franchisor, and its affiliates and associates, licensors, officers, directors, managers, shareholders, members, employees, agents, representatives and assignees harmless against any and all liability for all claims of every kind or nature arising in any way out of or relating to Franchisee's actions or failure to act, whether personal or in connection with the operation of the Franchised Business, any other actions or failure to act by Franchisee, its agents or representatives or any breach of this Agreement. For purposes of this indemnification, "**claims**" means and includes all obligations, actual and consequential damages, losses, claims, demands, liens, reckonings, accounts and costs incurred in the defense of any claim (such as, by way of illustration, but not limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses). Franchisor shall have the right to defend any such claim against it with counsel of its own choosing and Franchisee agrees to cooperate fully with Franchisor in connection with the defense of any claim. Franchisee shall have no right to settle or refuse to settle any claim; Franchisor shall retain all right to do so. In addition, Franchisee agrees to cooperate fully with Franchisor in any other claims brought by or against Franchisor.

17. MISCELLANEOUS

A. FORCE MAJEURE

In the event of a natural disaster such as an earthquake, flood, hurricane or fire or a strike, lockout or labor controversy or the happening of any extraordinary event beyond the control of one of the parties which results in the inability of that party to operate or to provide the services contemplated by this Agreement, the obligation on the part of that party to operate or to provide such services shall be postponed during the period when such party is unable to do so; provided, however, that this provision shall not affect a party's obligation to make payments required by this Agreement; and provided, further, that in no event shall such postponement last longer than six (6) months.

B. GRAMMAR

The masculine of any pronoun will include the feminine and the neuter thereof, and the singular of any noun or pronoun shall include the plural, or vice versa, wherever the context requires.

C. INTERPRETATION

References in this Agreement to actions, rights, decisions or options to be exercised in Franchisor's discretion shall mean the sole, absolute and unfettered discretion of Franchisor. Whenever Franchisor reserves discretion in a particular area, Franchisor will satisfy any obligation imposed by law whenever it exercises reasonable business judgment in making the decision or exercising its rights. Its decision or action

will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or part, to promote or benefit the System generally, even if the decision or action also promotes Franchisor's financial or other individual interest. When calculating the date upon which or the time within which any act is to be done, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day. The terms of this Agreement shall not be interpreted or construed in favor of or against any party on the ground that one party was the draftsman hereof.

D. SECTION HEADINGS

Section headings are for convenience of reference only and should not be construed as part of this Agreement nor should they limit or define the meaning of any provision herein.

E. NONWAIVER

No failure by either party to take action on account of any default of the other party, whether in a single instance or repeatedly, and no course of dealing of the parties in variance with the terms hereof constitutes a waiver of any such default or of the performance required of either party by this Agreement. No express waiver by either party of any provision or performance hereunder or of any default by the other party constitutes a waiver of any other or future provision, performance or default. No waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party. The parties may in their sole respective discretion elect from time to time to waive obligations of one another under this Agreement upon such terms and conditions as they may, in their sole respective discretion, set forth in such written waiver.

F. NO EXEMPLARY DAMAGES

Neither party to this Agreement shall assert against the other party any claim for special, exemplary or punitive damages arising out of the Franchisor-Franchisee relationship, the formation or performance of this Agreement, any breach of this Agreement, or the operation of the Franchised Business.

G. INVALIDITY AND SEVERABILITY

If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision or portion thereof shall be deemed modified to the extent necessary to render the same valid, or as not applicable to the given circumstances, or to be excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision or portion thereof had been included herein as so modified in scope or application, or had not been included herein, as the case may be, it being the stated intention of the parties that had

they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or portions thereof, or including such provisions or portions thereof only to the maximum scope and application permitted by law, as the case may be. In the event such total or partial invalidity or unenforceability of any provision or portion thereof of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section will operate upon such provision or portion thereof only to the extent that the laws of such jurisdiction are applicable. Any determination as to the enforceability of the dispute resolution provisions of this Agreement shall only be made by a court of competent jurisdiction in the city in which Franchisor's headquarters is located, currently Santa Rosa, California.

H. NOTICES

Any notice or demand given or made pursuant to the terms of this Agreement will be made in writing and delivered by personal service, overnight delivery, or first class, registered or certified mail (postage prepaid) to such address as may be designated from time to time by the relevant party, and which will initially be as set forth as follows:

If given to Franchisor:

At-Ease Home Services, Inc.
Attn: Chief Financial Officer
2450 Bluebell Drive, Suite B
Santa Rosa, CA 95403
Telephone: (707) 786-6880
Email: info@at-ease.com

If given to Franchisee:

_____
_____
_____
Telephone:_____
Email:_____

Any notice sent by certified mail will be deemed to have been given three (3) days after the date on which it is mailed. All other notices will be deemed given when sent if sent by personal delivery, and one (1) business day after being sent by overnight delivery. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

I. ENTIRE AGREEMENT; MODIFICATION

This Agreement, any documents executed contemporaneously herewith that expressly reference this Agreement and any documents referred to herein constitute and contain the entire Agreement and understanding of the parties with respect to the subject matter hereof. There are no representations, undertakings, agreements, terms,

or conditions not contained or referred to herein; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document that Franchisor provided to Franchisee. This Agreement supersedes and extinguishes any prior written agreement between the parties or any of them relating to the subject matter hereof, provided that it shall not abrogate, impair, release or extinguish any debt, obligation or liability otherwise existing between the parties. This Agreement may not be modified or amended except by a written amendment executed by both parties, except that Franchisor may amend and supplement the Brand Standards Manual.

J. CONTROLLING LAW; DISPUTE RESOLUTION; ATTORNEYS' FEES AND EQUITABLE RELIEF

(1) This Agreement, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of California without giving effect to its provision regarding choice of laws (except that the law where the Franchised Business is located applies to covenants against competition); provided, however, that the Lanham Act (15 U.S.C. 1051 *et seq.*), shall also apply to the provisions concerning the Marks and that this Agreement shall be subject to the Federal Arbitration Act.

(2) Except as provided in subsection 17J(5) below, upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (in each case, a "**Dispute**"), the Dispute shall first be submitted to mediation on an expedited basis in the city in which Franchisor's headquarters is located, currently Santa Rosa, California, administered by the Judicial Arbitration and Mediation Service ("**JAMS**"), or its successor, in accordance with the JAMS rules and procedures then in effect. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested, with the expectation that the first mediation session shall occur within forty-five (45) days of such written request. The party seeking the mediation must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claim(s) under this Agreement including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claim and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the resolution of the Dispute. The parties will cooperate with JAMS and with one another in selecting a neutral mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The mediator must be a retired judge or an attorney experienced in commercial transactions. If the parties are unable to select the mediator within ten (10) business days after receipt of the mediation notice by JAMS, then JAMS shall designate the mediator. The parties covenant that they will (i) participate in the mediation in good faith, (ii) share equally in the costs of the mediator and JAMS administrative costs, and (iii) pay in advance the estimated fees and costs of the mediation, as may be specified in advance by the

mediator. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any reference, arbitration, litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. In the event it is necessary, any party may file a motion in a court of competent jurisdiction to compel the other party to participate in the mediation and the prevailing party shall be awarded its costs and expenses, including reasonable attorneys' fees in connection with such motion. If the Dispute is not resolved within ten (10) business days after the first mediation session, either party may (a) give written notice to JAMS and the other party that the mediation is terminated and (b) submit any remaining Disputes to binding arbitration pursuant to Section 17J(3) below.

(3) If the parties are unable to resolve the Dispute pursuant to subsection 17J(2) above, then the parties shall submit the Dispute to final and binding arbitration in the city in which Franchisor's headquarters is located, currently Santa Rosa, California, administered by JAMS, or its successor, in accordance with the rules and procedures of JAMS then in effect. The parties agree that any and all Disputes that are submitted to arbitration in accordance with this Agreement shall be decided by one (1) neutral arbitrator who is a retired judge or attorney who is experienced in commercial transactions. If the parties are unable to agree on an arbitrator, JAMS shall designate the arbitrator. The parties will cooperate with JAMS and with one another in selecting the arbitrator and in scheduling the arbitration proceedings in accordance with applicable JAMS procedures. The arbitration shall be conducted in accordance with the JAMS Comprehensive Rules. Any party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The party seeking arbitration must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claims under this Agreement including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claim and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The parties expressly acknowledge and understand that by entering into this Agreement, they each are waiving their respective rights to have any Dispute between the parties hereto adjudicated by a court or by a jury.

(4) The parties recognize that their relationship is unique and that each franchisee is situated differently from all other franchisees, and that no one franchisee can adequately represent the interest of others. Therefore, the parties agree that any arbitration, suit, action or other legal proceeding shall be conducted and resolved on an

individual basis only and not on a class-wide, multiple plaintiff, consolidated or similar basis.

(5) The prevailing party in any legal proceeding will be entitled to recover as an element of such party's cost of arbitration, suit or proceeding, and not as damages, reasonable attorneys' fees to be fixed by the arbitrator or by the court. Nothing in this Agreement shall be construed as limiting or precluding either party from bringing any action in any court of competent jurisdiction for injunctive or other extraordinary relief, without the necessity of posting a bond (and if bond shall nevertheless be required, the parties agree that the sum of One Hundred Dollars ($100.00) shall be sufficient bond), in connection with the Marks, Trade Dress or Confidential Information. The parties shall have the immediate right to seek such injunctive or other extraordinary relief at any time, including without limitation, during the pendency of an arbitration or other proceeding. This covenant shall be independent, severable and enforceable notwithstanding any other rights or remedies which such party may have.

K. RELATIONSHIP OF PARTIES

(1) Nothing herein contained shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or employment, or a fiduciary relationship, and neither party shall hold itself out as an agent, legal representative, partner, subsidiary, joint venturer, servant or employee of the other party or its affiliate. With respect to all matters pertaining to the operation of the business conducted hereunder, Franchisee is, and shall be, an independent contractor. Neither Franchisor nor Franchisee has the right to bind or obligate the other to any obligations or debts.

(2) It is acknowledged that Franchisee is the independent owner of its business, shall be in full control thereof, and shall conduct such business in accordance with its own judgment and discretion, subject only to the provisions of this Agreement. Franchisee shall conspicuously identify itself as the independent owner of its business and as a franchisee of Franchisor. No party hereto shall be obligated by, or have any liability for, any agreements, representations or warranties made by the other nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchisee's business, whether caused by Franchisee's negligent or willful action or failure to act. Neither party shall have liability for any sale, use, excise, income, property or other tax levied upon the business conducted by the other party or in connection with the services performed or business conducted by it or any expenses incurred by it.

(3) Franchisee's employees are under Franchisee's sole control. Franchisor is not the employer or joint employer of Franchisee's employees. Franchisor will not exercise direct or indirect control of Franchisee's employees' working conditions. Franchisor does not share or codetermine the terms and conditions of employment of Franchisee's employees or participate in matters relating to the employment relationship between Franchisee and its employees, such as hiring, promotion, demotion, termination, hours or schedule worked, rate of pay, benefits, work assigned, discipline,

response to grievances and complaints or working conditions. Franchisee has sole responsibility and authority for these terms and conditions of employment. Franchisee must notify and communicate clearly with its employees in all dealings, including, without limitation, its written and electronic correspondence, paychecks, and other materials, that Franchisee (and only Franchisee) is their employer and that Franchisor is not their employer.

L. TIME OF THE ESSENCE

In all respects, time shall be of the essence hereof.

M. COMPLIANCE WITH LOCAL LAW

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions. Franchisor reserves the right to challenge the applicability of any such law or rule.

N. SPOUSAL CONSENT

Franchisee's spouse or, the spouses of all owners of Franchisee if Franchisee is an entity, shall execute a spousal consent in the form attached hereto as **Exhibit B.**

O. ENTITY FRANCHISEES

(1) If Franchisee is a partnership, Franchisee shall deliver to Franchisor a copy of its current partnership agreement prior to the execution of this Agreement. Thereafter, Franchisee shall deliver to Franchisor copies of all restated partnership agreements and any amendments to the partnership agreement marked to indicate changes since the date of the partnership agreement previously delivered to Franchisor. If Franchisee is a corporation, Franchisee shall deliver to Franchisor a copy of its certificate or articles of incorporation, or other charter documents and all amendments thereto, a copy of its current bylaws, and a copy of any shareholders agreement and all amendments thereto, prior to the execution of this Agreement. Thereafter, Franchisee shall deliver to Franchisor copies of all subsequent amendments to its certificate or articles of incorporation or other charter documents and its current bylaws, marked to indicate changes since the date of the certificate or articles, bylaws or other charter documents previously delivered to Franchisor. If Franchisee is a limited liability company, Franchisee shall deliver to Franchisor copies of its certificate of formation or articles of organization, its operating agreement and other charter documents, and all amendments thereto. Thereafter, Franchisee shall deliver to Franchisor copies of all subsequent amendments to its certificate of formation or articles of organization, operating agreement and other charter documents, marked to indicate changes since the date of the articles, agreement or other documents previously delivered to Franchisor.

(2) If Franchisee is a corporation, partnership, limited liability company or other entity, **Exhibit C** shall be completed and delivered together with this Franchise Agreement. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information contained in **Exhibit C**.

(3) If Franchisee is a corporation or otherwise issues ownership certificates, all securities shall be affixed with the following legend conspicuously on the face of the certificate evidencing the issuance thereof:

> "The transfer of the shares/ownership interest represented by this certificate is subject to the terms and conditions of the Franchise Agreement entered into with At-Ease Home Services, Inc. dated _____, ____, a copy of which is on file with the Secretary of this corporation/entity."

P. APPROVALS, CONSENTS AND GUARANTIES

If Franchisee is a corporation, a partnership, a limited liability company or other entity, Franchisor shall not be bound unless all shareholders, general partners or members of Franchisee, as applicable, have read and approved this Agreement and further agree that any restriction applicable to the corporation, partnership, limited liability company or other entity shall also apply to them individually and collectively (including the prohibition on their ability to transfer their interests in Franchisee) and further agree, if Franchisor so requires, to personally, jointly and severally, guarantee the performance of Franchisee under the terms of this Agreement by executing the form of guaranty set forth in **Exhibit D** attached hereto.

Q. STATUTE OF LIMITATIONS

The parties hereby acknowledge and agree that any suit, action or other proceeding relating to this Agreement must be brought within one (1) year after the occurrence of the act or omission that is the subject of the suit, action or other legal proceeding.

R. REPRESENTATIONS AND WARRANTIES

(1) Franchisee represents and warrants to Franchisor that neither Franchisee (including, without limitation, any and all of its directors and officers), nor any of its affiliates or the funding sources for either is a Specially Designated National or Blocked Person. Neither Franchisee nor any of its affiliates is directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government. Neither Franchisee nor any of its affiliates is acting on behalf of a government of any country that is subject to such an embargo. Franchisee further represents and warrants that it is in compliance with any applicable anti-money laundering law, including, without limitation, the USA Patriot Act.

(2) Franchisee (on behalf of itself and all of the holders of (a) an equity interest in Franchisee, and (b) an equity interest in holders of equity interests in Franchisee) represents and warrants to Franchisor that execution and delivery of this Agreement and the performance of Franchisee's obligations hereunder, does not: (i) conflict with, violate, result in a breach of or constitute a default (or an event which, with notice or passage of time or both, would constitute a default) under, or result in the termination or in a right of termination or cancellation of, any other agreement to which Franchisee or any such holder is party or by which Franchisee or any such holder, or any of their respective assets may be bound; (ii) violate any order, writ, injunction, decree, judgment or ruling of any court or governmental authority; or (iii) violate any applicable law.

(3) Franchisee agrees that it will notify Franchisor in writing immediately upon the occurrence of any event that would render the foregoing representations and warranties of this Section 17S incorrect.

18. ACKNOWLEDGMENTS

Franchisee acknowledges and represents the following to Franchisor to induce it to enter this Agreement:

A. FRANCHISEE HAS READ THIS AGREEMENT AND THE FRANCHISE DISCLOSURE DOCUMENT AND ALL OTHER RELATED AGREEMENTS AND DOCUMENTS AND UNDERSTANDS AND ACCEPTS THE TERMS, CONDITIONS, AND COVENANTS CONTAINED IN THIS AGREEMENT AS BEING REASONABLY NECESSARY TO MAINTAIN THE SYSTEM'S HIGH STANDARDS OF QUALITY AND SERVICE AND THE UNIFORMITY OF THOSE HIGH STANDARDS BY ALL FRANCHISEES IN ORDER TO PROTECT AND PRESERVE THE GOODWILL OF THE MARKS. FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR OR ITS REPRESENTATIVES HAVE FULLY AND ADEQUATELY EXPLAINED THE PROVISIONS OF SUCH DOCUMENTS TO THE SATISFACTION OF FRANCHISEE;

B. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT. FRANCHISEE RECOGNIZES THAT THE NATURE OF THE BUSINESS MAY EVOLVE AND CHANGE OVER TIME, THAT AN INVESTMENT IN THE BUSINESS INVOLVES BUSINESS RISKS AND THAT THE SUCCESS OF THE VENTURE DEPENDS PRIMARILY UPON FRANCHISEE'S INDIVIDUAL AND INDEPENDENT BUSINESS ABILITY AND EFFORTS. FRANCHISEE UNDERSTANDS THAT THE FRANCHISED BUSINESS IS A RELATIVELY NEW CONCEPT THAT ENTAILS BUSINESS RISKS. FRANCHISEE HAS CONSULTED WITH SUCH PROFESSIONAL ADVISORS OF FRANCHISEE'S CHOOSING AS FRANCHISEE DEEMS NECESSARY, INCLUDING LEGAL COUNSEL, REGARDING ALL ASPECTS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, ALL RELATED AGREEMENTS AND THE BUSINESS RELATIONSHIP CREATED THEREBY, AND TO DETERMINE THAT FRANCHISEE IS FINANCIALLY PREPARED TO ASSUME THE RISKS THAT MAY BE INVOLVED IN SUCH A BUSINESS VENTURE;

C. FRANCHISEE HAS NOT RECEIVED OR RELIED UPON ANY PROMISE, REPRESENTATION, GUARANTY OR WARRANTY, EXPRESSED OR IMPLIED, ABOUT THE POTENTIAL VOLUME, REVENUES, PROFITS, OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT;

D. FRANCHISEE IS AWARE OF THE FACT THAT SOME PRESENT OR FUTURE FRANCHISEES MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS, AND CONSEQUENTLY, THAT FRANCHISOR'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS FRANCHISEES MAY DIFFER MATERIALLY;

E. NO REPRESENTATIONS HAVE BEEN MADE OR AUTHORIZED BY FRANCHISOR, OR BY ITS OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, PERSONNEL, AGENTS OR OTHER REPRESENTATIVES, THAT ARE CONTRARY TO THE STATEMENTS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT HERETOFORE RECEIVED BY FRANCHISEE OR TO THE TERMS CONTAINED IN THIS AGREEMENT, AND FRANCHISEE HAS NOT RELIED UPON ANY OTHER SUCH REPRESENTATIONS;

F. IN ALL OF THEIR DEALINGS WITH FRANCHISEE, THE OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, PERSONNEL, AGENTS AND REPRESENTATIVES OF FRANCHISOR ACT ONLY IN A REPRESENTATIVE CAPACITY, NOT IN AN INDIVIDUAL CAPACITY, AND THIS AGREEMENT, AND ALL BUSINESS DEALINGS BETWEEN FRANCHISEE AND SUCH INDIVIDUALS AS A RESULT OF THIS AGREEMENT, ARE SOLELY BETWEEN FRANCHISEE AND FRANCHISOR;

G. FRANCHISEE ACKNOWLEDGES THAT IN EACH CASE IN WHICH FRANCHISOR MAY EXERCISE ANY OPTION OR OTHER RIGHT UNDER THIS AGREEMENT OR UNDER ANY AGREEMENT CONTEMPLATED HEREBY, FRANCHISOR MAY DO SO IN ITS SOLE DISCRETION, WITHOUT LIABILITY OR OTHER OBLIGATION. SO AS TO PRESERVE THE FLEXIBILITY TO DEAL WITH PRACTICAL SITUATIONS, FRANCHISOR MAY, IN ITS SOLE DISCRETION, ELECT TO NOT ENFORCE (OR TO SELECTIVELY ENFORCE) ANY PROVISION OF THIS AGREEMENT, OR ANY OTHER AGREEMENT, ANY POLICY OR OTHERWISE, WHETHER WITH RESPECT TO FRANCHISEE OR ANY OTHER FRANCHISEE OR OTHERWISE, AND FRANCHISOR MAY APPLY DIFFERENT POLICIES TO ANY FRANCHISEE, ALL WITHOUT LIABILITY OR OTHER OBLIGATION, AND ANY SUCH ACTS OR OMISSIONS WILL NOT LIMIT OR OTHERWISE AFFECT FRANCHISOR'S RIGHTS, WHETHER TO ENFORCE THIS AGREEMENT STRICTLY OR OTHERWISE; AND

H. THE APPLICATION MADE BY FRANCHISEE IS TRUE AND CORRECT. FRANCHISEE HAS MADE NO INCORRECT STATEMENT IN THE APPLICATION OR FAILED TO MAKE ANY STATEMENT THAT WOULD BE NECESSARY TO MAKE THE STATEMENTS IN THE APPLICATION NOT MISLEADING.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated on the first page hereof.

AT-EASE HOME SERVICES, INC.
(the "Franchisor")

_____
(Signature)

By:_____
(Print Name)

Title:_____

Franchisee:

_____

_____
(Signature)

By:_____
(Print Name)

Title:_____

EXHIBIT A

AUTHORIZED AREA

The Authorized Area consists of the following geographic area:

_____

_____

_____

(map attached)

EXHIBIT B

SPOUSAL CONSENT

The undersigned each being the spouse of a Franchisee (or the spouse of an owner of Franchisee) hereby states

1) That he or she has read and understands the Franchise Agreement and the Franchise Disclosure Document; and

2) That he or she consents to the terms and conditions of the Franchise Agreement, including but not limited to those concerning transfer and arbitration of disputes; and

3) That he or she consents to execution of the Franchise Agreement by Franchisee; and

4) That he or she consents to execution of the Guaranty and Assumption of Franchisee's Obligations.

5) That he or she will comply with the obligations of the Franchisee in the Franchise Agreement concerning confidentiality.

Dated:_____ Signature:_____

Print Name:_____

Dated:_____ Signature:_____

Print Name:_____

Dated:_____ Signature:_____

Print Name:_____

By his or her signature below, Franchisee hereby states that he or she is not married and does not have a spouse.

Dated:_____ Signature:_____

Print Name:_____

Dated:_____ Signature:_____

Print Name:_____

Dated:_____ Signature:_____

Print Name:_____

EXHIBIT C

INFORMATION REGARDING
NON-INDIVIDUAL FRANCHISEES

(1) If Franchisee is a corporation or partnership or other entity, there is set forth below the name, address, title and percentage ownership of each shareholder, partner or member of Franchisee:

NAME	ADDRESS	TITLE	PERCENTAGE OWNERSHIP

(2) If Franchisee is a corporation or limited liability company, there is set forth below the name, address and title of each officer and director or manager of Franchisee:

NAME	ADDRESS	TITLE

(3) The address where Franchisee's records are maintained is:

_____

_____

_____

(4) There is set forth below the name, address and title of each of Franchisee's principal officers or partners who will be devoting his or her full time efforts to the operation of the licensed business.

NAME	ADDRESS	TITLE

DATE: _____

_____
Name and Title of Person Completing Exhibit

_____
Signature

EXHIBIT D

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") with At-Ease Home Services, Inc. ("**Franchisor**") of even date herewith, each of the undersigned hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement; and (2) agrees to be personally bound by and personally liable for the breach of each and every provision in the Agreement, including but not limited to monetary obligations.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (4) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and demands and legal and equitable defenses to which he/she may be entitled.

Each of the undersigned consents and agrees that: (1) his/her liability under this guaranty shall be joint and several; (2) he/she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) he/she will individually comply with all the provisions and subsections of the Agreement and any renewals and amendments thereto; (4) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (5) such liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may, from time to time, grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall, in any way, modify or amend this guaranty which shall be continuing and irrevocable during the term of the Agreement and thereafter.

If any provision of this Guaranty and Assumption Agreement is deemed to be invalid or inoperative, for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative or if it cannot be so modified, then severed, and the remainder of the Guaranty and Assumption Agreement shall continue in full force and effect as if it had been executed and entered into with the invalid portion so modified or eliminated.

This guaranty will continue in effect as to each of the undersigned until the date that Franchisee fully performs all its obligations under the Agreement, or until one or

more of the undersigned fully perform them in Franchisee's stead, or until Franchisor agrees in writing to release such person from his or her obligations hereunder.

Each of the undersigned waives claim for exemplary or punitive damages arising out of this guaranty, the Franchisor-Franchisee relationship, the performance of the Agreement, any breach of the Agreement, or the development or operation of any At-Ease Home Services service.

IN WITNESS WHEREOF, each of the undersigned hereto affixed his/her signature effective on the same day and year as the executed Agreement.

GUARANTOR(S)

By:_____ Date:_____

Print Name:_____

By:_____ Date:_____

Print Name:_____

By:_____ Date:_____

Print Name:_____

By:_____ Date:_____

Print Name:_____

By:_____ Date:_____

Print Name:_____

EXHIBIT E

SOFTWARE LICENSE AGREEMENT

AT-EASE FRANCHISEE SOFTWARE LICENSE AGREEMENT

THIS AT-EASE FRANCHISEE SOFTWARE LICENSE AGREEMENT ("Agreement") is effective as of _____ __, 201_ ("Effective Date") by and between **At-Ease Home Services, Inc.**, a Delaware corporation, ("FRANCHISOR") and the _____, a _____ corporation/limited liability company ("FRANCHISEE").

RECITALS

WHEREAS, FRANCHISOR and FRANCHISEE are parties to that certain Franchise Agreement of even date herewith (the "Franchise Agreement");

WHEREAS, FRANCHISOR has developed and owns rights in certain proprietary software products, and has licensed from third parties certain other software, including customer relationship management ("CRM"), design, quoting, , intranet, administration, training, and other software tools; and

WHEREAS, FRANCHISEE desires to obtain a license to use the software of FRANCHISOR in accordance with the terms of this Agreement and the Franchise Agreement, and memorializes its further agreement to be bound by the terms and conditions set forth by the relevant third party providers for any other required software.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, including that set forth in the Franchise Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Licensed Purpose" shall mean solely for the use and benefit of FRANCHISEE, and for no others, solely for operation of a franchise of FRANCHISOR, as set forth in the Franchise Agreement.

1.2 "Software Products" shall mean the original software, code, modules, programs, and related documentation that has been written, developed, created or otherwise used in connection with, related to, or otherwise necessary to operate FRANCHISOR's proprietary and custom systems, and certain other home automation services and support functionalities as presented on the designated website or intranet portal, mobile application portal or any other designated portal or access point provided by FRANCHISOR to FRANCHISEE, including that disclosed during FRANCHISEE training; and any updates, improvements, enhancements, derivatives or other modifications made, created, conceived,

contracted or otherwise developed to the foregoing by or on behalf of FRANCHISOR and provided access thereafter by FRANCHISOR to FRANCHISEE.

1.3 "Third Party Software" shall mean any CRM, design and quoting software, intranet, administration, training and/or other third party software, documentation and tools, that are required for use by FRANCHISEE under the Franchise Agreement and as presented on the designated website or intranet portal, mobile application portal or any other designated portal or access point provided by FRANCHISOR to FRANCHISEE, including that disclosed during FRANCHISEE training, and as updated or modified from time to time by FRANCHISOR.

2. GRANT OF LICENSE; RESTRICTIONS ON FRANCHISEES' USE

2.1 FRANCHISOR hereby grants to FRANCHISEE and FRANCHISEE hereby accepts, subject to the terms, conditions, and restrictions set forth herein, and as set forth in the Franchise Agreement, a limited, non-exclusive license:

A. to use the Software Products solely for the Licensed Purpose; and

B. to back-up, archive, and/or restore the Software Products for the Licensed Purpose only.

2.2 No right is granted by this Agreement for FRANCHISEE to offer for sale, sell, have sold, rent, lease or sublicense the Software Products to any third party without the express written consent of FRANCHISOR.

2.3 FRANCHISEE shall not modify, alter, decompile, or adapt the Software Products, or incorporate or embed any portion of the Software Products into a third party application or product, or otherwise create any derivative works based on the Software

2.4 With respect to any Third Party Software, FRANCHISEE shall only access and use such Third Party Software for the Limited Purpose, and otherwise agrees to use such Third Party Software under the terms, conditions and restrictions set forth on the applicable portal and/or documentation accompanying access to such Third Party Software.

2.5 No specific royalties or payments for the license to the Software Products or access to any Third Party Software shall be due and payable by FRANCHISEE except as set forth in the Franchise Agreement.

3. PROPRIETARY RIGHTS

3.1 The Software Products, and all trade secrets, copyrights, patents, trademarks and other intellectual and proprietary rights therein, are and shall at all times remain the valuable property of FRANCHISOR.

3.2 FRANCHISEE agrees that no title to, proprietary rights or interest in the Software Products, or to any copies thereof, is transferred hereunder to FRANCHISEE, other than the licenses granted in this Agreement.

3.3 FRANCHISEE agrees to respect and not to remove or conceal any copyright, trademark, or other proprietary and confidential notices that may appear on the Software Products, including without limitation that appearing on any related documentation.

4. CONFIDENTIALITY

4.1 FRANCHISEE agrees to ensure continued confidentiality and protection of the Software Products, including any related documentation, and to prevent unauthorized access, disclosure, distribution, possession, alteration, reproduction, transfer, or use thereof.

4.2 FRANCHISEE shall limit access to the Software Products, including access to any source code or object code, to those employees of FRANCHISEE having a need to access such information for the Licensed Purpose.

4.3 FRANCHISEE agrees to notify FRANCHISOR promptly and in writing of the existence of any circumstances surrounding any distribution, modification, alteration, reproduction, transfer, or other use of the Software Products, or any portions thereof, that are not authorized by this Agreement.

4.4 FRANCHISEE understands and agrees that the obligations under this Section shall survive expiration or termination of this Agreement regardless of the manner in which expiration or termination occurs.

5. ACCESS BY FRANCHISORS

5.1 FRANCHISEE acknowledges that FRANCHISOR shall be permitted at all times to monitor, verify and otherwise observe FRANCHISEE's access and use of the Software Products and Third Party Software, including any information, data or materials provided or disclosed by FRANCHISEE and/or its customers.

5.2 FRANCHISOR has no obligation to provide notice to FRANCHISEE of such monitoring, verification or observation, or of any other actions taken by FRANCHISOR with respect to any information, data or materials obtained by

FRANCHISOR. Further, FRANCHISOR shall be permitted to use such information, data or materials for any lawful business purpose.

6. REPRESENTATIONS AND WARRANTIES

6.1 FRANCHISOR represents and warrants that it has all necessary right, power and authority to grant this license to FRANCHISEE.

6.2 FRANCHISEE represents and warrants that it has all necessary right, power and authority to enter into this Agreement and exercise the license rights granted to the Software Products, and that any employees or other representatives of FRANCHISEE who access or otherwise use any Third Party Software are acting on behalf of FRANCHISEE and that FRANCHISEE is bound by the terms, conditions and restrictions made available on the designated website or intranet portal, mobile application portal or any other portal or access point designated by FRANCHISOR for such Third Party Software.

6.3 THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, AND FRANCHISOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES IN RESPECT OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ALL EXPRESS OR IMPLIED WARRANTIES IMPOSED BY LAW, AND ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 FRANCHISOR SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SOFTWARE PRODUCTS BY FRANCHISEE EVEN IF FRANCHISOR HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM AGAINST THE FRANCHISEE BY ANY OTHER PARTY. ANY LIABILITY OF FRANCHISOR SHALL AT THE OPTION OF FRANCHISOR BE LIMITED EXCLUSIVELY TO REPLACEMENT OF THE SOFTWARE PRODUCTS FURNISHED TO FRANCHISEE, IF APPLICABLE.

7.2 FRANCHISEE SHALL INDEMNIFY AND HOLD HARMLESS FRANCHISOR, AND ITS SUCCESSORS AND ASSIGNS, FROM ANY CLAIMS OR CAUSES OF ACTION RELATING TO OR RESULTING FROM A BREACH BY FRANCHISEE OF ANY OF ITS OBLIGATIONS OR REPRESENTATIONS UNDER THIS AGREEMENT..

8. TERM OF AGREEMENT; BREACH AND TERMINATION

8.1 This Agreement shall be effective from the Effective Date and shall remain in force unless and until terminated in accordance with the provisions of this Section 8.

8.2 In the event of a material breach by a party of its obligations under this Agreement, the non-breaching party may deliver written notice to the breaching party specifying the facts of the material breach, and the breaching party shall have thirty (30) days to cure such material breach to the satisfaction of the non-breaching party. In the event that such breach is not cured to the satisfaction of the non-breaching party, the non-breaching party may terminate this Agreement. This Agreement shall also terminate automatically and without notice or other action required upon termination of the Franchise Agreement.

8.3 Upon termination of this Agreement and/or the Franchise Agreement, FRANCHISEE shall discontinue all use of the Software Products and shall immediately return to FRANCHISOR all materials and items related to use of the Software Products furnished to FRANCHISEE by FRANCHISOR, and all copies, summaries or extracts thereof, if any, which have been made by FRANCHISEE or its officers, agents, or employees. FRANCHISOR shall likewise immediately return to FRANCHISEE all documentation and all copies, summaries or extracts thereof, if any. Sections 2.2 and 2.3, and Sections 3, 4, 6, and 7 in their entireties shall survive any termination of this Agreement.

9. ASSIGNMENT

This Agreement is for the benefit of and shall bind the parties hereto and their respective permitted successors and assigns; provided however, that neither this Agreement nor any benefit thereunder may be assigned, sublicensed, or otherwise transferred by FRANCHISEE, directly or indirectly, voluntarily or involuntarily, including without limitation, a transfer of any ownership interest in FRANCHISEE, to any other person, firm or corporation except as permitted in the Franchise Agreement. This Agreement is fully transferable and assignably by FRANCHISOR, in whole or in part, without notice to FRANCHISEE.

10. ENTIRE AGREEMENT

This Agreement, along with the Franchise Agreement, constitutes the entire agreement and understanding between FRANCHISOR and FRANCHISEE with respect to the Software Products, and supersedes any prior discussions, representations, understandings or agreements whether oral or written between the parties. This Agreement may not be modified or amended except by a written amendment executed by both parties, except that FRANCHISOR may amend and supplement the Brand Standards Manual (as defined in the Franchise Agreement).

11. NON-WAIVER AND INVALIDITY

11.1 No failure by either party to take action on account of any default of the other party, whether in a single instance or repeatedly, and no course of dealing of the parties in variance with the terms hereof constitutes a waiver of any such default or of the performance required of either party by this Agreement. No express waiver by either party of any provision or performance hereunder or of any default by the other party constitutes a waiver of any other or future provision, performance or default. No waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party. The parties may in their sole respective discretion elect from time to time to waive obligations of one another under this Agreement upon such terms and conditions as they may, in their sole respective discretion, set forth in such written waiver.

11.2 If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision or portion thereof shall be deemed modified to the extent necessary to render the same valid, or as not applicable to the given circumstances, or to be excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision or portion thereof had been included herein as so modified in scope or application, or had not been included herein, as the case may be, it being the stated intention of the parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or portions thereof, or including such provisions or portions thereof only to the maximum scope and application permitted by law, as the case may be. In the event such total or partial invalidity or unenforceability of any provision or portion thereof of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section will operate upon such provision or portion thereof only to the extent that the laws of such jurisdiction are applicable. Any determination as to the enforceability of the dispute resolution provisions of this Agreement shall only be made by a court of competent jurisdiction in the city in which FRANCHISOR'S headquarters is located, currently Santa Rosa, California.

12. GOVERNING LAW

This Agreement, including all matters relating to the validity, construction, performance, and enforcement hereof, shall be governed by the laws of the State of California, without regard to its conflicts of law principles. For any controversy or claim arising out of this Agreement, FRANCHISOR and FRANCHISEE hereby consent and submit to the exclusive jurisdiction of the federal and state courts sitting in the Southern District of California; provided, however, that in the event such controversy or claim involves the Franchise Agreement, the dispute resolution provisions of the Franchise Agreement shall apply.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first above written.

FRANCHISOR

AT-EASE HOME SERVICES, INC.

By:_____

Name:_____

Its:_____

Date:_____

FRANCHISEE

By:_____

Name:_____

Its:_____

Date:_____

EXHIBIT F

TRADEMARKS

Mark	Class	Application Number	Application Date
At-Ease Home Services	Service Mark	87174275	September 16, 2016
At-Ease: The Smart Choice for Your Smart Home	Service Mark	87437520	May 4, 2017
	Service Mark	87437492	May 4, 2017

EXHIBIT E

TREEHUGGER™
30% PCW RECYCLED TAB
A Pro Office and Filing Supplies Product

800-422-9191
www.prosupplies.net

EXHIBIT E

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT OF
AT-EASE HOME SERVICES, INC.
REQUIRED BY THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. Item 3. Neither At-Ease Home Services, Inc. nor any other person listed in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Item 17. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

3. Item 17(h). The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).

4. Item 17(r). The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. Item 17(w). The franchise agreement requires the application of the laws of the State of Delaware. This provision may not be enforceable under California law.

6. California Corporations Code Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

The provisions of this Addendum only apply if the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

EXHIBIT F

TREEHUGGER™
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800-422-9191
www.prosupplies.net

EXHIBIT F

at-ease™
HOME SERVICES

FRANCHISE OPERATIONS MANUAL

TABLE OF CONTENTS

Preface for Manual
The Manual Organization
The Purpose of this Manual
The Importance of Confidentiality
Keeping the Operations Manual Current
Submitting Suggestions to the Corporate Office
Requesting a Variance
Manual Disclaimer

A. INTRODUCTION

Mission and Vision Statements
Welcome Letter from the CEO
History of At-Ease
Services Provided to the At-Ease Franchisee
Responsibilities of the At-Ease Franchisee
Visits from the Corporate Office

B. PRE-OPENING PROCEDURES

Introduction
Pre-Opening Checklist
Establishment of Business Form and Operation (if applicable)
Setting Up Your Office and Facility

- Office Space Requirements
- Setting up the Facility

Vehicle Specifications
Required List of Equipment

- Tools
- Office Equipment
- Computer Hardware

Initial Inventory

- Parts and Supplies
- Marketing and Sales Materials
- Miscellaneous Supplies

Signage and Logo Specifications

- Building Signage
- Vehicle Signage
- Business Cards and Letterhead

Contracting with Utilities and Services
Obtaining Required Licenses and Permits
Setting Up Bank Accounts
Procuring Required Insurance Policies
Meeting Your Tax Obligations
Conducting a Grand Opening

- Grand Opening Requirement
- Planning Your Grand Opening
- Executing Your Grand Opening

C. HUMAN RESOURCES

Introduction
EEOC Guidelines in Hiring Employees
Wage and Labor Laws
Immigration Reform Act
Working with Independent/Sub-Contractors
Profile of the Ideal At-Ease Employee
Job Descriptions

Sales / Estimating
Project Management
Installation / Technical
Customer Support

Recruiting Employees

Key Steps to a Successful Recruitment
Getting the Word Out
The Right Ad/Posting

The Interview Process

The Discovery Process
Sample Interview Questions
Completing the Interview Rating Form

Your Due Diligence

Testing Procedures
Reference/Drug/Background Check Procedure

Hiring the Employee

Making the Job Offer
Hiring on a Trial Period

Orientation of New Employees

Use of the Orientation Checklist
New Hire Paperwork

Training Employees

Initial Training of New Employees
Using Weekly Training Agendas
Role-Playing
Ride-Alongs
Ongoing Training Process
Tracking Training

Motivating and Retaining Employees

Importance of Retention to Your Business
Surveying Your Employees
Setting Goals and Use of the Goal Boards
Providing Incentives
Contests
Family and Friends Program
Tracking Success with the Scoreboard

Developing Your Personnel Policies
Time-Tracking Procedures
Uniform and Dress Code
Conducting Performance Evaluations
Coaching Your Employees

Invoice Coaching

Progressive Discipline Procedures
Separation/Termination Procedures

Conducting an Exit Interview
Sample Forms

D. SALES

Introduction

Accepting Inbound Calls
Phone Talk
Phone Facts

After-Hour Phone Answering
Setting Appointments Over the Phone

Scripts for Handling Requests from New Clients
Setting the Initial Client Meeting
Scripts for Handling Service Call Requests from Existing Clients
Handling Objections
Making Confirmation Calls

Hosting Initial Client Meetings

Process for Working with New Construction
Process for Working with Remodels

Product Offerings, Features, and Benefits

Home Automation Product Offerings, Features, and Benefits
Lighting and System Control Product Offerings, Features, and Benefits
Distributed Audio Product Offerings, Features, and Benefits
Security (Monitored Burglar and Fire) Product Offerings, Features, and Benefits
Surveillance (Video Live/Recording) Product Offerings, Features, and Benefits
Network Equipment Product Offerings, Features, and Benefits
Home Theatre Product Offerings, Features, and Benefits
Distributed Video Product Offerings, Features, and Benefits
Energy Management Product Offerings, Features, and Benefits
Structured Wiring Product Offerings, Features, and Benefits

Determining Budget

Home Automation Quotation
Lighting Control Quotation
Distributed Audio Quotation
Security (Monitored Premises Alarm) Quotation
Surveillance (Video Live/Recording) Quotation
Network Equipment Quotation
Home Theatre Quotation
Distributed Video Quotation
Energy Management Quotation
Structured Wiring Quotation
Customer Budget Approval
Collecting the Detailed Proposal Payment

Detailed Project Proposal

Developing the Proposal
Presenting the Proposal
Handling Objections
Closing the Sale
Signing the Contract
Accepting Initial Payment

Post-Sale Procedures

E. CUSTOMER SERVICE

Introduction
Customer Service Philosophy

Overview of the Client Relationship
Importance of Accessibility

Project Planning

System Design
Procuring Required Equipment and Inventory for Job
Franchisee Resource Scheduling

Rough In Prep

Hosting the Project Kickoff Meeting
Reviewing Nature of the Job
Finalizing all Details

Rough In

Loading and Prepping the Vehicle
Using the Truck Checklist and Equipment and Tool Sign-Out Sheet

Arriving at the Project Site
Confirming Nature of the Job
Rough In Project Management Requirements
Rough In Installation
Structured Wiring Rough In
Network Equipment Rough In
Home Automation Rough In
Lighting and System Control Rough In
Distributed Audio Rough In
Security (Monitored Premises Alarm) Rough In
Surveillance (Video Live/Recording) Rough In
Home Theatre Rough In
Distributed Video Rough In
Energy Management Rough In
Rough In Walk-Through and Testing

Trim Prep
Trim

Network Equipment Trim
Home Automation Trim
Lighting Control Trim
Distributed Audio Trim
Security (Monitored Premises Alarm) Trim
Surveillance (Video Live/Recording) Trim
Home Theatre Trim
Distributed Video Trim
Energy Management Trim
Trim Testing
Trim Walk-Through

Final Equipment Install

Distributed Audio Installation
Home Theatre Installation
Distributed Video Installation
Structured Wiring Installation
Home Automation Installation
Security (Monitored Burglar and Fire) Installation
Surveillance (Video Live/Recording) Installation
Lighting and Load Control Installation
Energy Management Installation
Network Equipment Installation
Walk-Through of Job
Network Equipment Testing and Troubleshooting
Distributed Video Testing and Troubleshooting
Distributed Audio Testing and Troubleshooting
Home Theatre Testing and Troubleshooting
Structured Wiring Testing and Troubleshooting
Home Automation Testing and Troubleshooting
Lighting Control Testing and Troubleshooting
Energy Management Testing and Troubleshooting
Security (Monitored Burglar and Fire) Testing and Troubleshooting
Surveillance (Video Live/Recording) Testing and Troubleshooting
Developing Your Punch List

Client Walk-Through

Working with the Client's Punch List
Cleaning Up the Job Site
Collecting Final Payment / Handling the Invoice
Required Paperwork and Customer Discussion
Asking for Referrals

Project Close Out
Call-Back/Re-Service Procedures
Service and Repair Guarantee
Equipment and Fixture Guarantee

F. ADMINISTRATIVE PROCEDURES

Introduction
Suggested Hours of Operation

- Standard Service Hours
- Weekend Service Hours
- "On Call" Hours

Daily Opening Procedures

- Start of the Day Checklist

Daily Closing Procedures

- Close of Day Checklist
- Truck Inspection

Customer Service Procedures

- Customer Service Philosophy
- Customer Follow-Up/Feedback Procedures
- Handling Customer Concerns
- Use of the Client Concern Report

Telephone Procedures

- Answering the Telephone Properly
- After-Hours Phone Procedures

Dispatch/Scheduling Procedures

- Dispatch Strategy and Considerations
- Types of Appointments
- Appointment Priorities
- Communicating Scheduled Jobs

Using the Software System
Billing Procedures

- Invoicing
- Accepting and Recording Payment
- Financing Program
- Collections Procedures

Safety Procedures

- Robbery
- Burglary
- Theft
- Safety Meetings
- Employee Incident/Work Accident Report

Maintaining the Facility
Required Equipment and Vehicle Maintenance

- Daily Cleaning and Maintenance
- Weekly Cleaning and Maintenance
- Monthly Cleaning and Maintenance
- Vehicle Maintenance Checklist and Log

G. MANAGEMENT PROCEDURES

Introduction
Managing Personnel

- Developing Efficient Schedules
- Communicating with Employees
- Hosting Employee Meetings
- Motivating Employees

Inventory Management
Product Ordering Procedures
Payments to At-Ease

- Deposits
- Balance Due

Ordering from Approved Suppliers
Changing Approved Suppliers
Product Receiving Procedures
Tracking Inventory
Operational and Financial Reporting

- Generating all Necessary Reports
- Analyzing the Reports
- Key Performance Indicators
- Sample Reports

Franchise Reporting Requirements

- Royalty Payment
- Advertising Contributions
- Required Weekly Reports
- Financial Statements

H. MARKETING AND PROMOTION

Introduction
Your Marketing Plan

- Developing the Marketing Plan
- Implementing the Marketing Plan
- Tracking Results
- Analyzing Results

Promoting At-Ease Response in Your Area

- Use of Traditional Media
- Use of Electronic Media
- Use of Social Media
- Sample Ads
- Tracking Effectiveness

Use of Job Site Signage
Using of Referrals
Networking through Local Professional Organizations
Guidelines for Using At-Ease's Marks
Required Advertising Expenditures

- System-wide Advertising Contribution
- Local Advertising Requirement
- Grand Opening Advertising Requirement

Public Relations
Community Involvement
Obtaining Advertising Approval
Handling Media Inquiries Properly

I. APPENDICES:

Forms
Software

RECEIPT

The Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If At-Ease Home Services, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If At-Ease Home Services, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is At-Ease Home Services, Inc., located at 2450 Bluebell Drive, Suite B, Santa Rosa, California 95403. Its telephone number is (707) 786-6880.

Issuance date: December 8, 2017.

The franchise seller(s) for this offering are: [check all that apply to this transaction]: : ___ Douglas Klein (707-786-6880) or ___ Laurence W. Dashiell (707-974-5997) or ___ Curtis Kahnberg (707-786-6880), 2450 Bluebell Drive, Santa Rosa, California 94503.

At-Ease Home Services, Inc. authorizes the respective state agencies listed on Exhibit B to receive service of process in the particular state.

I received a Disclosure Document dated December 8, 2017 that included the following Exhibits:

A. List of State Franchise Administrators
B. List of Agents for Service of Process
C. Financial Statements
D. Franchise Agreement and State-Specific Addenda
E. State-Specific Addenda to Franchise Disclosure Document
F. Brand Standards Manual Table of Contents

Date: _____

Franchisee: _____
Print Name: _____
Individually and as an officer, partner or member of
_____,
a _____,
which has been or will be formed to act as franchisee
Address: _____
_____
Telephone: _____

Complete and keep this copy of the Receipt for your records.

RECEIPT

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F. Brand Standards Manual Table of Contents

Date: _____

Franchisee: _____
Print Name: _____
Individually and as an officer, partner or member of
_____,
a _____,
which has been or will be formed to act as franchisee
Address: _____
_____
Telephone: _____

Complete this copy of the Receipt and return it to Douglas Klein, at 2450 Bluebell Drive, Suite B, Santa Rosa, California 95403.