FRANCHISE DISCLOSURE DOCUMENT

Computer Troubleshooters USA, Inc
A Georgia corporation
7100 E Pleasant Valley Road, Ste 300
Independence, Ohio 44131
Telephone (877) 392-6278
info@comptroub com
www comptroub com

Computer Troubleshooters USA, Inc offers technology services to primarily commercial customers and consumers from a home office or commercial office location approved in writing by us

The total investment necessary to begin operation of a Computer Troubleshooters' Franchise ranges from \$22,200 to \$37,900 This includes \$9,900 that must be paid to the franchisor

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 the Compliance Department at 7100 E Pleasant Valley Rd , Ste 300, Independence, OH 44131 and 877-392-6278 ext 619

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

STATE COVER PAGE

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 2 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 LITIGATION/ARBITRATION/MEDIATION ONLY IN OHIO OUT-OF-STATE LITIGATION/ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE/ARBITRATE/MEDIATE WITH US IN OHIO THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT OHIO 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 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more Franchise Brokers or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

Effective Date _____________

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
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In all other states not listed above, the effective date of this Franchise Disclosure Document is the issuance date of

NOTICE REQUIRED

FOR PROSPECTIVE FRANCHISEES

BY STATE OF MICHIGAN

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you

(a) A prohibition on the right of a franchisee to join an association of franchisees

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice of it and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation This subsection applies only if (i) the terms of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances This section does not require a renewal provision

(f) A provision requiring that arbitration or litigation be conducted outside this state This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause This subdivision does not prevent a franchisor from exercising a right to first refusal to purchase the franchise Good cause shall include, but is not limited to

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c)

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation or endorsement by the Attorney General

Any questions regarding this notice should be directed to

State of Michigan
Consumer Protection Division
Attention Franchise Bureau
670 Law Building
Lansing, MI 48913
(517) 373-3800

Table of Contents

Exhibits

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Names

To simplify the language in this Disclosure Document, "we", "our", "us" and "CT USA" refers to Computer Troubleshooters USA, Inc , the franchisor The terms "you" and "franchisee" refer to the legal entity which will own and operate the franchise References to "you" or "franchisee" which are applicable to an individual or individuals will mean the principle owner or owners of the equity or operating control of the Franchisee

Franchisor

CT USA is a Georgia corporation that was incorporated on May 3, 1999 CT USA and its franchisees currently do business as "Computer Troubleshooters" (also referred to as the "CT USA Brand Name") Our principal business address is 7100 E Pleasant Valley Road, Ste 300, Independence, Ohio 44131 and our telephone number is 877-392-6278 We have been offering franchises since May, 1999 We operated a Computer Troubleshooters franchise from 2004 until November, 2007 We have not offered franchises in any other lines of business CT USA does not have a predecessor CT USA does not have any other business activities Our agents for service of process are disclosed in Exhibit 2

Effective January 31, 2008, CT USA became a wholly owned subsidiary of Computer Troubleshooters Global, LLC, a Delaware limited liability company ("CT Global") Effective on this same date, CT Global also acquired substantially all of the assets of Computer Troubleshooters PTY , LTD ("CT Australia") a former affiliate of CT USA, including the master franchise agreements for all states in Australia, and for 20 other countries including the United Kingdom, Canada, Mexico, Ireland, the Netherlands, and New Zealand The franchisor's parent is CT Global whose membership interests are owned by MMI-CPR, LLC dba Cell Phone Repair, a Delaware limited liability company CT Global and MMI-CPR's principal business address is 7100 E Pleasant Valley Rd , Ste 300, Independence, OH 44131 and the telephone number is 877-392-6278 MMI-CPR, LLC is owned by MMI-CPR Holdings, LLC, a Delaware limited liability company and HUNIL, LLC, a Delaware limited liability company MMI-CPR Holdings, LLC is owned by Merrymeeting, Inc , a Delaware Corporation

Merrymeeting owns one hundred percent (100%) of Frontier Adjusters of America, Inc , an Arizona corporation ("FAA") FAA, in turn, owns one hundred percent of the stock of Frontier Adjusters of Arizona, Inc , which in turn owns one hundred percent of the stock of Frontier Adjusters, Inc , a Colorado corporation ('Frontier") Frontier sells claims adjusting business franchises and has been in continuous operation since May 29, 1959 Frontier has no predecessor operations Frontier has not engaged in, nor offered any franchises to engage in, the same type of business as that to be operated by Computer Troubleshooters or its franchisees As of June 30, 2016, Frontier had 668 franchised locations

Inspect-It 1st, LLC (dba "Inspect-It 1st") is another wholly-owned subsidiary of Merrymeeting Inspect-It 1st is a Delaware limited liability company that was incorporated on March 3, 2003 Effective June 19, 2007, Inspect-It 1st acquired substantially all of the assets of Inspect-It1st Franchising Corp Inspect-It 1st sells residential and commercial building inspection franchises Inspect-It 1st has not engaged in, nor offered any franchises to engage in, the same type of business as that to be operated by Computer Troubleshooters or its franchisees As of June 30, 2016, Inspect-It 1st had 28 franchised locations

MMI Business Brokers, LLC, dba Sunbelt Business Advisors ("Sunbelt"), a Delaware limited liability company is wholly owned by SB Administrative Services, Inc, an Ohio corporation SB Administrative Services, Inc, is owned by Marathon Management Services, LLC an affiliate of Merrymeeting On February 3, 2006, Sunbelt acquired substantially all of the assets of Sunbelt Business Advisors Network, LLC Prior to this asset purchase, Sunbelt Business Advisors Network, LLC had sold franchises since December, 2002 Sunbelt Business Advisors Network, LLC's predecessor was Sunbelt Business Brokers Network, Inc which sold franchises since April 1993 Sunbelt sells business brokerage franchises and has since February 3, 2006 Sunbelt and its predecessor, Sunbelt Business Brokers Network, Inc, have not engaged in, nor offered any franchises to engage in, the same type of business as that to be operated by Computer Troubleshooters or its franchisees As of June 30, 2016, Sunbelt had 121 U S franchised locations and approximately 60 international franchised locations

Effective July 30, 2004, Merrymeeting acquired one hundred percent (100%) of MTOclean, Inc, an Ohio corporation ("MTO") MTO sells residential and commercial cleaning business franchises and has been in continuous operation since 1988 MTO has no predecessor operations MTO has not engaged in, nor offered any franchises to engage in, the same type of business as that to be operated by Computer Troubleshooters or its franchisees As of June 30, 2016, MTO had 31 franchised locations

Effective April 7, 2011, MMI-PEC, LLC dba Pro Energy Consultants ("PEC"), an Ohio limited liability company, acquired substantially all of the assets of PEC Holdings, LLC PEC is owned by Merrymeeting, Inc PEC franchises energy auditing businesses PEC and its predecessor, PEC Holdings, LLC, have not engaged in, nor offered any franchises to engage in, the same type of business as that to be operated by Computer Troubleshooters or its franchisees As of June 30, 2016, PEC had 6 advertised franchised locations

Effective October 4, 2013, Merrymeeting acquired a majority interest in MMI-CPR, LLC dba Cell Phone Repair ("CPR"), a Delaware limited liability company that was organized on April 5, 2013 A Certificate of Formation was filed with the Secretary of State of Delaware for MMI-FGS, LLC on April 5, 2013 On September 13, 2013 a Certificate of Amendment was filed with (and accepted by) the Secretary of State of Delaware changing the name of the Company from MMI-FGS, LLC to MMI-CPR, LLC From the date of its formation to the date the Certificate of Amendment was filed, MMI-FGS, LLC was inactive CPR is owned by Merrymeeting Inc, a Delaware corporation ("Merrymeeting") and HUNIL, LLC, a Delaware limited liability company CPR does not offer franchises in any other lines of businesses MMI-CPR, LLC does business under our corporate name and the names "CPR" and "Cell Phone Repair" CPR offers franchises in the similar type of business as that to be operated by Computer Troubleshooters and Geeks On Call and their franchisees As of June 30, 2016, MMI-CPR, LLC had 226 franchised locations

The principal business address for Merrymeeting, FAA, Frontier Adjusters of Arizona, Inc , Frontier, Inspect-It 1st, MTO, Sunbelt, Pro Energy Consultants, and CPR is 7100 East Pleasant Valley Road, Suite 300, Independence, Ohio 44131

Effective December, 2006, Marathon Management, LLC, a Delaware limited liability company ("Marathon") began providing management services to CT USA Pursuant to a written Management Agreement, CT USA reimburses Marathon for all of the expenses incurred by Marathon in connection with these management services Marathon is an affiliate of Merrymeeting, Inc

The Franchise

If you meet our qualifications, we will offer you an opportunity to own a Computer Troubleshooters franchise in which you would provide technology services to both business and residential customers The focus and particular niche you will concentrate on is to provide a localized, personal on-site service You will be part of a franchise network with a uniform trade name and logo, offering standardized services You may operate your business out of your own home or you may obtain separate commercial office space if you obtain our approval You may not operate the franchise from a retail location without our specific written approval (e g a store front, kiosk, and spaces located in shopping centers, malls and other commercial spaces) If you become a franchisee, you must execute a Franchise Agreement with us A form of that Franchise Agreement is attached as Exhibit 1

As of June 30, 2016 there are 98 franchisees in the USA and approximately 100 international franchisees

The Business

The general market for the service is primarily business customers The market is not restricted to particular types of businesses or particular locations The computer industry market has been growing and is expected to continue to grow There are few regulations in the computer service industry

Competition will come from independent operators, managed service providers, large corporate retail services, and other computer service franchises However, independent operators can be restricted in the range of services they offer and other computer service franchises are more centralized and generally charge higher prices to support their infrastructure

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer John M Davies
Mr Davies became the Chief Executive Officer of Computer Troubleshooters on January 13, 2012 and has served in that capacity since then Mr Davies also is and has been, since April, 2001, the Chairman and Chief Executive Officer of Merrymeeting Inc Mr Davies has worked from Merrymeeting's headquarters located in Independence, Ohio since May, 2001

Chief Operating Officer/Treasurer Jeffrey R Harcourt
Mr Harcourt became the Chief Operating Officer/Treasurer of Computer Troubleshooters on January 13, 2012 and has served in that capacity since then In addition to Computer Troubleshooters, Mr Harcourt also serves as Chief Operating Officer for Merrymeeting and has since April, 2001 Mr Harcourt has worked from Merrymeeting's headquarters located in Independence, Ohio since May, 2001

President Joshua P Sevick
Mr Sevick became the President of Computer Troubleshooters on July 1, 2016 and has served in that capacity since then Previously, Mr Sevick was the Senior Brand Manager of Computer Troubleshooters beginning June 4, 2014 Mr Sevick also serves as President for Cell Phone Repair From April 2012 until June 3, 2013, Mr Sevick served as President for Atlas Business Advisory Corporation located in Akron, Ohio Additionally, Mr Sevick served as Chief Operations Officer/Vice-President of Client Relations for Unity Media Group located in Boise, Idaho from September 2010 until March 2012

Director of Business Development Kim Weinberger
Ms Weinberger became the Director of Business Development on July 1, 2016 And has served in that capacity since then Previously, Ms Weinberger was the Director of Operations beginning on January 1, 2012 Ms Weinberger currently owns a CPR franchise in Fond Du Lac, Wisconsin and has since May 1, 2014 and she also currently owns Computer Troubleshooters' franchises in Lomira and Fond du Lac, Wisconsin and has since March 10, 2003

Chief Financial Officer/Secretary Laurel A Park
Ms Park became the Chief Financial Officer/Secretary of Computer Troubleshooters on January 13, 2012 and has served in that capacity since then Ms Park also serves in an official capacity for Merrymeeting as Chief Financial Officer since July 1, 2006, as Secretary since July 1, 2005 and Assistant Secretary from August 19, 2003 to June 30, 2005 Ms Park has worked from Merrymeeting's corporate office located in Phoenix, Arizona since June, 1995

ITEM 3

LITIGATION

There is no litigation that must be disclosed in this Item

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item

ITEM 5

INITIAL FEES

If you sign a Franchise Agreement, you must pay us an Initial Franchise Fee of $9,900*

All franchisees pay an initial lump sum franchise fee as discussed above, due upon the execution of Franchise Agreement All fees are non-refundable

Proceeds from the initial franchise fee are used to pay for the following initial training sessions, initial marketing & promotional materials, as well as the ongoing administrative, technology, marketing, and accounting services of the Franchisor

**If you currently own a Cell Phone Repair franchise you must pay us an Initial Franchise Fee of up to $5,000*

ITEM 6

OTHER FEES FRANCHISE TERRITORY/ SERVICE PACKAGE

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	Sliding scale of 7 76% to 5 82% of Gross Volume, subject to a minimum royalty described below Minimum monthly fee One (1) month after the effective date of your agreement each royalty payment shall be the greater of (i) $450 per month or (ii) the percentage Royalty described above*	Payable monthly by the third day of each following month	This payment does not start until the second month after the effective date of your agreement The fee can increase by no more than $20 per annum and can only be increased upon 30 days notice We may charge interest at the rate of 1 1/2% per month on fees that are not paid within thirty days of the date due *If you currently own a Cell Phone Repair franchise, the minimum royalty will not apply and your Gross Volume must be reported through the then current reporting system used by Cell Phone Repair franchisees
National Advertising Fund	Up to $150 per month*	Payable on the third business day of each month	The current national advertising fund monthly fee is $85, but we may increase the fee up to $150 per month This payment does not start until the second month following conclusion of the initial training course The fee can increase by no more than 10% per annum and can only be increased upon 30 days notice We may charge interest at the rate of 1 1/2% per month on fees that are not paid within thirty days of the date due *If you currently own a Cell Phone Repair franchise, this fee will not apply

Additional Training	$1,000 per person	Prior to training	CT USA will provide initial, simultaneous training for you and one other person per franchise free of charge For any additional attendees, the training fee will be charged along with travel expenses
Transfer	$3,000 (plus taxes or levies where applicable)	At time of transfer	As pre-conditions of the Franchisor's consent to any transfer or assignment, the Franchisor will require the Franchisee to pay a "Transfer Fee" to cover the costs of training the incoming franchisee, opening supplies and other set-up costs
Renewal	$2,000	30 days prior to renewal	
Non-Compliance Fee	$200 00 per violation	Immediately	Charged for failure to comply with Franchise Agreement terms and conditions
Audit	Cost of audit plus amount of understatement, with 1 5% interest per month on understatement	Within 5 days after receipt of the audit report	We pay all audit costs unless the audit shows an understatement of at least 2% of Gross Volume (See definition below) for any month

All fees are non-refundable

All fees may not be uniform among all franchisees

Notes

"Gross Volume" includes all receipts from all of your sales (a) by, at or in connection with a Computer Troubleshooters Business you own (and Cell Phone Repair Business you own (if applicable)), (b) which relate to the type of goods or services available now or in the future through a Computer Troubleshooters Business you own (and Cell Phone Repair

Business you own (if applicable))and/or distributed in association with the Marks or the Computer Troubleshooters Business you own, (and Cell Phone Repair Business you own (if applicable))and/or (c) any co-branding activities Gross Volume does not include billings which have not been collected Gross Volume includes payments received by credit card, with no deduction for credit card or other charges Gross Volume does not include customer refunds or any taxes paid to any federal, state, municipal or other governmental authority We reserve the right to require separate Gross Volume tracking and reporting and to audit such tracking and reporting

The Royalty Fee represents payment for services performed by the Franchisor for the benefit of the Franchisee as well as the use of the Marks owned by the Franchisor Services provided include, but are not limited to, (a) webhosting, servers and development, (b) training and professional education, (c) ongoing operational support and coaching, (d) templates for advertising and marketing, and (e) trademark usage See Item 11 for further information on Franchisor Support Assistance

The advertising fund is administered by the franchisor

Royalty fees and advertising fees are payable to the franchisor You must sign an ACH Authorization Form (attached to the Franchise Agreement) permitting us to electronically debit your designated bank account for payment of all fees We will charge you $25 for each dishonored debit

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 Franchisee Fee	$9,900 (Note 1)	Lump Sum	Upon execution of Franchise Agreement	Computer Troubleshooters USA, Inc
Traveling and Living Expenses while Training	$500 to $1,000 (Note 2)	As incurred	During training	Hotels, Restaurants, Airlines, and Gasoline Stations
Real Estate and Improvements	$0 to $6,000 (Note 3)	As negotiated	As negotiated (usually monthly)	Landlord or Contractor
Equipment	$0 to $3,000 (Note 4)	As incurred	Supplier terms	Computer Suppliers, Internet Service Providers
Signs	$0 to $1,000 (Note 5)	As incurred	Supplier terms	Signage companies
Miscellaneous Opening Costs	$1,000 to $2,000 (Note 6)	As incurred	As incurred	Suppliers, Utilities etc
Opening Inventory	$0 - $1,000 (Note 7)	As incurred	Supplier terms	Suppliers etc
Insurance	$300 - $1,000	As incurred	Supplier terms	Insurance Provider
Additional Funds (3 months)	$500 - $3,000 (Note 8)	As incurred	As incurred	Advertising Suppliers
Total	$22,200 to $37,900 (Note 9)			

Note 1 We do not finance any fee If you currently own a Cell Phone Repair franchise the Initial Franchise Fee will be up to $5,000

Note 2 Initial training will be conducted at our offices in Independence, Ohio or at other mutually approved locations and you will incur related travel and living expenses

Note 3 The business must be operated from home or a corporate office approved by us and no special improvements are required If working from home is not possible, you may incur additional expenses to lease or purchase minimal office space in which to operate the business

In the event you choose to lease or purchase an office space, a space as small as 100 sq ft is sufficient to operate the business as the business is primarily operated on site at the customer's location In most cases, the terms and conditions of all agreements relating to the purchase, lease and alteration of the office will be negotiated solely by you

Note 4 You will most likely have all the equipment needed to run the business, as it is any standard industry computer system, with Internet access, situated in a home office environment If you do need to obtain a computer, software or communications equipment you can obtain these from a local supplier as we do not provide them as part of the franchise fee It is your responsibility, at your own expense, to obtain such computer and communications equipment necessary to operate the franchise We can recommend suitable equipment but we make no specific requirements as to the equipment needed

Note 5 In the majority of cases you will operate from a home office and signage is limited to a vehicle sign in most cases

Note 6 Additional Opening costs may be required for a business phone line, Internet access, legal costs, and business insurance

Note 7 We do provide a Business Starter Kit as part of the initial fee This includes essential items needed to start the business, such as business cards, promotional leaflets, etc A set of basic spare parts is useful but not obligatory as supplies can be purchased as and when needed The total cost to purchase a complete set of recommended spares would be under $1,000 These you can obtain from a local supplier of your choosing, or from a franchise recommended vendor

Note 8 This estimates your initial start-up expenses These expenses are primarily a weekly advertising budget for local area promotion of between $100 and $150 per week No staff is required and, if there is a need for sub-contractors, they can be paid out of income received We cannot guarantee that you will not have additional expenses starting the business Your costs will depend on factors such as how well you follow CT USA methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market for your services, competition and the sales level reached

Note 9 We have relied on our experience in the computer service business to compile these estimates You should review these figures carefully with a business advisor before making any decision to purchase the franchise We do not offer direct or indirect financing to you for any items

While we do not offer financing, we understand that several of our existing franchisees have obtained financing from outside sources, including those arranged with the assistance of the Small Business Administration We may provide you, on a voluntary basis, with suggestions for financing sources

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We may require that you purchase the following source restricted goods and services for use in connection with the development and ongoing operation of your Business Remote Support software, Remote Monitoring and Management software, parts used for repairing computers and other devices, and other supplies designated by us periodically to operate the System By "source restricted," we mean that the product or supply must be purchased from one or more approved or designated suppliers We estimate that between 20-25% of the total purchases that will be required to establish your Business and between 20-25% of your ongoing operating expenses will consist of source restricted goods or services

Our specifications and a list of approved and designated suppliers are listed on the intranet site We will notify you within 30 days of any changes to, or the establishment of, specifications, or approved or designated suppliers, or the revocation of the approval of existing designated or approved suppliers This notice may be disseminated to you by various means, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Electronic Operations Manual, memos, news items, and similar means of communication

The specifications for determining an approved supplier are available to franchisees and include standards for quality, delivery, performance, design, appearance and price of the product or service as well as the dependability, reputation and financial viability of the supplier

If you desire to purchase or lease any items from a non-approved supplier, you must submit to us a written request for approval We will not charge you to review your request and evaluate the non-approved supplier We do not negotiate purchase agreements with suppliers for the benefit of franchisees We may require that samples from the proposed supplier be delivered, at no charge to us, either to us or to our designee for inspection We will notify you in writing within 30 days of your request of our approval or disapproval of the proposed supplier We may, at our option, re-inspect the products of any approved supplier and revoke our approval upon the supplier's failure to meet any of our then current minimum standards and specifications

We do not derive revenue from franchisee purchases or leases Additionally, there are no preferred suppliers in which any of our officers owns an interest

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement It will help you find more detailed information about your obligations in this agreement and in other items of this disclosure document

	Obligations	Section in Franchise Agreement	Disclosure Document Item
a	Site selection and acquisition/lease	Not applicable	Item 11
b	Pre-opening purchases/leases	Not applicable	Item 7
c	Site development and other pre-opening requirements	Not applicable	Item 11
d	Initial and ongoing training	Section 8	Item 11
e	Opening	Not applicable	Item 11
f	Fees	Section 7	Items 5 and 6
g	Compliance with standards and policies	Section 9 and Sections 10-15	Item 11
h	Trademarks and proprietary information	Section 5	Items 13 and 14
i	Restrictions on products/services offered	Section 9	Item 16
j	Warranty and customer service requirements	Section 5	Item 11
k	Territorial development and sales quotas	Section 6	Item 12
l	Ongoing product/service purchases	Not applicable	Item 8
m	Maintenance, appearance and remodeling requirements	Section 15	Item 11
n	Insurance	Section 12	Item 7
o	Advertising	Section 14	Items 6, 7, and 11
p	Indemnification	Section 22	Not applicable
q	Owner's participation/management/staffing	Section 11	Item 15
r	Records and reports	Section 13	Item 6
s	Inspections and audits	Section 13	Item 6
t	Transfer	Section 16	Item 17
u	Renewal	Section 3	Item 17
v	Post-termination obligations	Section 18	Item 17
w	Non-competition covenants	Sections 5(g) and 18	Item 17
x	Dispute resolution	Section 21	Item 17
y	Other Intellectual Property	Section 19	Item 14
z	Owner/Shareholder personal guarantee	Appendix B	Item 15

ITEM 10

FINANCING

We do not offer direct or indirect financing We do not guarantee your note, lease or obligation

We may provide you, on a voluntary basis, with suggestions for financing sources, but we are not obligated to provide you such documents, and we do not negotiate any financing arrangement

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, CT USA is not required to provide you with any assistance

Before Opening

Before you open your business, we will

(1) Designate your territory (Franchise Agreement §§ 2 and 6)

(2) Train you as set out in the table at the end of Item 11 (Franchise Agreement § 8)

(3) Provide you with training materials and access to the electronic operations manual (shared private site) (Franchise Agreement § 8(a))

(4) Arrange for the preparation of your initial supplies and documentation (Franchise Agreement § 8 (a) and Appendix A)

During the operation of your franchise business, we will provide the following (subject to change)

Infrastructure Support

Infrastructure support services include a webpage tailored for your franchise, provision of a branded email system for use by franchisees and their employees, access to the Shared Private Site, and use of an office administration system

Shared Private Site – The shared Private Site houses information regarding product line development, marketing and sales documentation, initiatives, vendor information and franchisor communications including event announcements, franchise initiatives, and monthly calls Also included is the ability to participate in group forums that provide access to all franchise owners and their staff and covers topics including business, technical, sales and marketing, employee management, client management and industry discussions These are meant to help facilitate interaction and a knowledge exchange between franchisees

Autotask You will be provided access to Autotask, which will assist you with managing customer relationships and scheduling appointments We may from time to time add or remove features from this system (All information stored in the Autotask system and the Shared Private Site is the exclusive property of the Franchisor and upon termination of this agreement, for any reason, remains with Franchisor)

Autotask is a high availability system, however, the company does occasionally take the system down for maintenance Since Autotask is a third party software vendor, we are not responsible for any downtime due to maintenance Also, while system outages are rare, they may occur Neither CT nor its affiliates are responsible for any interruption to your business during a system outage

Training Support

Training support services include both online training webinars and periodic live training sessions Franchisee and any staff attending live training sessions may pay registration fee, if applicable, and must also pay all travel and living expenses

New Franchisee Follow Up Training

We may provide coaching for 8 weeks following the opening of your franchise This coaching is conditioned upon the instructor's assessment of your operation and adaption of our "best practices " (Franchise Agreement § 8)

National & Regional Conferences

Franchisor may conduct a national conference and up to 6 regional conferences per year The conference agendas vary However agendas generally provide training on franchise management, technical training, marketing and sales training, and access to vendor representatives Informal interaction with peers provides additional value to attendees

Benchmarking & Best Practices

Annually you will be required to complete a benchmark survey Survey results will be tabulated and shared "Best Practices" will be identified and highlighted

Sales and Marketing Support

Sales and Marketing support services include

Marketing Database – The marketing database shall include the contact information for the Small and Medium Sized Businesses in the Franchisee's Territory, up to 5,500, which the Franchisor has acquired from infoUSA (also known as Sales Genie), or another national database provider

Email Marketing Program is provided by Franchisor

Collateralized Marketing Materials – Franchisor shall, from time to time, design, produce and distribute collateral marketing materials (e g mouse pads, pamphlets, brochures, etc) to the Franchisees

Power Point (PPT) Presentations – The Franchisor shall, from time to time, develop and distribute Power Point Presentations to the Franchisee(s) for use in conjunction with the Franchisee's marketing activities

Search Engine Optimization (SEO) Services – Franchisor engages a SEO marketing consultant to assist Franchisor to enhance the search rankings for the corporate provided websites It is expected that Franchisees will continue to develop the SEO of their respective webpages on their own through local organic SEO work The Franchisor may be able to provide Franchisees with suggested resources for additional SEO assistance

Pay Per Click (PPC) Advisory Services – Franchisor monitors its' webpage's performance for certain key word searches commonly used by customers seeking computer repair service providers, managed service providers and other services provided by franchisees Franchisor shall periodically provide Franchisee with recommendations, with supporting analytical data, regarding Franchisee's use of Pay Per Click advertising If Franchisee elects to utilize PPC campaign(s), Franchisee will pay for these campaigns on their own

Social Media Content Management Services – Franchisor may periodically provide franchisees with content for various social media outlets

Preferred Vendors – Franchisor expends considerable energy keeping abreast of changing market conditions and technological developments Franchisor may conduct a Request for Consideration (RFC) process for vendors providing select product or service offerings Evaluation of prospective vendors may involve franchisees, especially franchisees that may have experience with prospective vendors Prospective vendor considerations include quality of product/service offering, technical training, marketing and sales support Franchisor may negotiate prices employing the bulk buying power of the franchise system for volume discounts After review, Franchisor may designate a particular vendor a "Preferred Vendor" Franchisor does not require exclusive usage of "Preferred Vendors," but reserves the right to do so in the future

Advertising Fund

We may provide marketing suggestions, templates, collateral, and content to be used by you at your own expense and discretion

You are permitted to use your own advertising material but this must conform to our guidelines (Franchise Agreement § 14)

You are not obligated to participate in any local or regional advertising co-operatives apart from the Advertising Fund

Franchisees currently contribute $85 00 per month to the Advertising Fund the second month following conclusion of the initial training course, but the Advertising Fund may be increased up to $150 per month The fee can increase by no more than 10% per annum and can only be increased upon 30 days notice (Franchise Agreement § 7(b)) If you own a Cell Phone Repair franchise, you will not be required to contribute to the Advertising Fund

We administer the fund and internally prepared financial statements, which are unaudited, are available for you to view (Franchise Agreement§ 7(b)) The fund's financial statements can be inspected by franchisees during normal business hours, upon thirty (30) days' written request Franchisees may request an unaudited internal financial statement of the Advertising Fund in which Franchisee contributions are held, which must be provided by Franchisor within 30 days of receipt of the franchisee's written request

Neither we nor our affiliates currently receives any payment for providing goods or services to the Advertising Fund (Franchise Agreement § 7(b))

Neither we nor the Advertising Fund are obligated to spend any amount of money in your area (Franchise Agreement § 7(b))

If all advertising funds are not spent in the fiscal year then the remaining funds are "rolled over" for use the following year (Franchise Agreement § 7(b))

During the last fiscal year, we spent 30% of the advertising fund on media placement, and 70% on marketing development

No portion of the Advertising Fund is used to solicit franchisees

Currently, there is no advertising cooperative formed

Computer and Communications Systems

We are not obliged to provide or assist you to obtain electronic cash registers or computer systems You will not be required to buy or use electronic cash registers You'll need a computer system which is capable of accessing the internet, sending and receiving email, and creating documents and spreadsheets using Microsoft Office or compatible software applications See Item 7, "Equipment" for more information about computer equipment that you may need The types of data to be generated or stored in the computer system are customer information, standard accounting information, and standard business documents including training guides, business forms, proposals, etc Many franchisees choose to use their existing computer equipment, but if a new computer system is purchased, the expected cost to purchase a system which meets the requirements would be between $500 and $2,000 depending on the franchisee's choices regarding performance and features of the computer, payable to any reputable computer seller We do not sell nor recommend specific computer models or resellers

You must upgrade your software as appropriate upgrades become available If necessary, you must also upgrade the hardware used to run the software We do not limit the frequency or cost of this obligation However, we do estimate the annual costs of any optional or required maintenance update, upgrading or support contracts is $500 to $1,000 This is based on the expectation that new equipment will need to be purchased every 2-4 years Regarding Autotask, or the then current system, we reserve the right to revise our specifications and to specify computer, information and communication systems, including Internet access, as we reasonably determine You are solely responsible for protecting your computer hardware and software from viruses and other computer-related and technology-related problems

Selecting the location of your business

You will typically work from a home office or a corporate office approved by us You may not operate the franchise from a retail location without our specific written approval (e g a store front, kiosk, and spaces located in shopping centers, malls and other commercial spaces) We do not provide assistance in selecting the site, but the site must be within your designated territory

Typical length of time before you can open your business

We do not estimate the length of time between signing the Franchise Agreement and the opening of your business but typically the business commences within 30 days after the Franchise Agreement is signed

Initial Training Program

Initial training is conducted at our offices in Independence, Ohio Initial training lasts for two days and is arranged and organized at a time to best suit you and the instructors and covers the three main areas of business management, sales and marketing, and operations The initial training program is generally held once a month Ms Kim Weinberger, who is listed in Item 2, supervises and conducts Computer Troubleshooters franchise training Ms Weinberger has over 13 years of experience operating a technology provider company which supports small and medium sized businesses

The Franchise Electronic Operations Manual is the main source of instructional material The table of contents of the electronic operating manual is shown in <u>Exhibit 3</u> The total number of pages is also shown in <u>Exhibit 3</u>

There are usually no additional charges for the training although you must pay your travel and accommodation expenses and for any additional attendees (Franchise Agreement § 8) You may be required to attend additional subsequent programs in order to adequately understand the products offered by our vendor partners

Franchise Training Program Franchise Territory/ Service Package – All Three Options

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Who We Are Computer Troubleshooters (CT) and Merrymeeting Group (MMG)	1 hour	0 hours	Independence, OH Corporate Office
Office Needs & Requirements Getting Your Office Set up and Started	2 5 hours	0 hours	Independence, OH Corporate Office
Tools & Resources Provided by the Corporate Office	2 5 hours	0 hours	Independence, OH Corporate Office
Using CT's Proprietary Technical Platforms	2 hours	0 hours	Independence, OH Corporate Office
Training on Vendor Solutions	2 hours	0 hours	Independence, OH Corporate Office
Marketing Your Business	2 hours	0 hours	Independence, OH Corporate Office
Selling Your Products & Services	2 hours	0 hours	Independence, OH Corporate Office
Creating a Business Plan for Your Office	1 hour	0 hours	Independence, OH Corporate Office
Creating a Plan of Action/Revising Your Business Plan/Final Assessment	1 hour	0 hours	Independence, OH Corporate Office
Total	16 hours	0 hours	

Footnotes

The Operations Manual is included on CT's intranet site and its content is utilized greatly during training

The initial training program is mandatory for all franchisees or a designated manager You may bring along one additional staff member at no additional cost Additional attendees may attend at the cost of $1,000 per person You or your manager must complete the course to our satisfaction (Franchise Agreement § 9 (a))

On-demand training and educational materials are provided in an online format Additional training programs and refresher courses are provided to all franchisees on a regular basis and may be conducted as part of regional meetings

There is no specific time after signing of the Franchise Agreement and before opening for you to complete the required training although our recommendations are that you undergo training as close as possible to the opening date of your business

ITEM 12

TERRITORY

You will receive an exclusive geographical Business Territory unless specifically stated otherwise in your Franchise Agreement A Business Territory is based on population density, demographic and geographic data A Business Territory is defined by contiguous zip codes and assigned a unique location name A Business Territory has a population of between approximately 60,000-120,000 people (based on the most recent census data, your Business Territory may be smaller or larger) Your territorial exclusivity is not dependent upon achievement of certain sales volume, market penetration or any other contingency Once you have signed your franchise agreement, you will retain your geographical Business Territory regardless of whether the population increases or decreases

We will grant you a franchise based on a specific location of your choosing You must receive our permission before relocating outside the territory You do not have the right, option, or right of first refusal to operate additional franchised CT outlets within your territory or any contiguous territories You must operate your franchise out of either a home office or a corporate office approved by us You may not operate the franchise from a retail location without our specific written approval (e g a store front, kiosk, and spaces located in shopping centers, malls and other commercial spaces)

For Residential and Small/Medium Sized Commercial Customers, Franchisee agrees to only undertake direct calling, direct canvassing, direct deliveries, leaflet drops, direct mailings and any other direct marketing to prospective customers within the Business Territory (Small/Medium Sized Commercial Customers are defined as customers with fewer than one hundred (100) employees) Except for certain excluded Business Territories ("Excluded Territories"), Franchisee may solicit and/or service Large Commercial Customers that have their office or place of business at any location within or outside of the Business Territory (Large Commercial Customers are defined as customers with one hundred (100) employees or more), Franchisor will define and periodically update the Excluded Territories and Franchisee acknowledges that it is Franchisee's responsibility to remain informed of the Excluded Territories and adhere to the solicitation/service exclusion in such Excluded Territories Additionally, Franchisee acknowledges that certain other franchisees may solicit and/or service Large Commercial Customers that have their office or place of business within Franchisee's Business Territory

If you receive an exclusive territory, as long as you comply with the terms of the Franchise Agreement, we will not solicit or accept orders in your territory, or grant a franchise to anyone else to operate within your Business Territory Any inquiries, leads or orders in your territory will be given to you The exclusive territory is not dependent upon achievement of certain sales volume, market penetration or any other contingency If you receive a non-exclusive territory, as long as you comply with the terms of the Franchise Agreement, we will not operate, nor grant additional franchises within your Business Territory in excess of the originally agreed to number of franchises

However, if a franchisee is unavailable to provide services in a timely manner, is deemed unqualified to provide the services (based on our sole discretion), or rejects an appointment for any reason, we may, at our sole discretion, offer services as we see fit We may, at our sole discretion, assign those calls to a neighboring franchisee or utilize third party independent contractors or contract service providers We do not have to pay any compensation to you for soliciting or accepting orders inside your territory You are also not entitled to any compensation from another franchisee who responds to a service call in your Territory If we are contacted by a customer for service outside of a franchise territory, we may arrange for an independent contractor to service that customer

Our sales staff concentrates its' efforts on developing National and Regional Accounts that intend to use more than one (and typically many) franchisees to handle assignments You acknowledge that such National and Regional accounts are reserved unto us, however, to the extent that we refer business from such accounts to our Franchisees, we shall refer all such work to the Franchisee whose Territory includes the site of the specific matter, to the extent such Franchisee is available, qualified and has the capacity and capability, in our reasonable judgment, to handle such referral On certain National and Regional Accounts, we may set the maximum and minimum prices that you may charge We may also require certain certifications and adherence to specific service standards as may be negotiated with National and Regional Account customers We may also require you to sign a participation agreement that documents your willingness to participate in servicing National and Regional Accounts and agreeing to adhere to the terms and conditions required by National and Regional Accounts The terms of such participation agreement may be modified by us from time to time

ITEM 13

TRADEMARKS

We grant you the right to operate a business incorporating the name Computer Troubleshooters You may also use our future trademarks to operate your business

The trademark listed below is registered on the United States Patent and Trademark Office ("USPTO") principal register

Description	Issue Date/Registration No
Computer Troubleshooters®	9/11/2007 / 3,290,736
CT Business Solutions®	12/24/2013 / 4,456,365

All required affidavits have been filed No agreements limit CT USA's right to use or license the use of our trademarks

You must follow our rules when you use our Marks You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLS, domain names, e-mail addresses, locators, links, metatags or search techniques, except as we license to you You must get our prior written approval of your company name before you file any registration documents

As discussed in Item 1, effective January 31, 2008, we became a wholly owned subsidiary of CT Global Effective on this same date, CT Global also acquired substantially all of the assets of CT Australia, a former affiliate of ours, as part of this transaction, CT Australia assigned to CT Global all of its right, title and interest in and to the trademark, allowing CT Global to be duly recorded as the owner of the trademark In turn, we entered into a perpetual and exclusive agreement with CT Global allowing us to use the trademark in commerce or to franchise others to use the trademark in commerce, throughout the United States

There are no currently effective determinations by the PTO, the trademark administration of any state or any court, regarding any interference, opposition or cancellation proceeding or any pending material litigation involving the Marks, or any other names, logotypes or other commercial symbols, or that would significantly limit our rights to use or license the Marks

You may not use our Marks with an unauthorized product or service, or in a manner not authorized in writing by us

We do not know of any infringing uses that could materially affect your use of our Marks However, you must notify us within 3 days of when you learn about an infringement of or challenge to your use of our Marks We will take the action necessary, in our sole discretion, to protect the unauthorized use of our Marks, which may include payment of reasonable costs associated with the action

You must modify or discontinue the use of a Mark if we modify or discontinue its use You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business or the System

Our principal trademarks are

Computer Troubleshooters

CT BUSINESS SOLUTIONS

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We claim copyright protection for our bulletins, files, manuals, or papers, electronic files and related materials related to operations of your franchise Although these materials have not been registered, they are considered proprietary and confidential and are considered our property, and you may use them only as provided in the Franchise Agreement

We own no patents that are material to the franchise Also, no patent applications are pending that are material to the franchise There are no current material determinations of the USPTO, the US Copyright Office or court regarding patents or copyrights

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require that you personally supervise the franchise business

You must have suitable personnel to operate the business and you must retain personnel in sufficient numbers to efficiently operate the business There are no specific employment levels required, or specified employment standards

There are no limitations on whom you can hire as an on-premises supervisor, except that such employees must be of high moral character and sufficiently trustworthy to enter businesses and homes and conduct themselves in a legal, safe and professional manner (Fran Agmt §§ 11(b) and 15(d)) One representative of the franchisee must attend our training program, but we do not require every supervisor to attend such program (See Item 11) Such supervisors are not required to own equity in the franchisee

The Franchisor may be able to assist Franchisees in sourcing contract-only (non-employee) technicians through WorkMarket, or similar network The Franchisor does not guarantee nor warranty the quality and/or reliability of these technicians and the Franchisor is in no way liable for the actions of these technicians

You are required not to have an interest in, or be involved in a business that competes against us during the term of the agreement For a period of two (2) years after the termination of the Franchise for any reason, directly, or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, compete with us or any of our franchisees within the Business Territory and for a distance of 100 miles outside of the Business Territory You may not use or sell account lists or account information This covenant not to compete, shall, among other things, preclude the ownership of an interest in any business or entity (or acting as an employee or independent contractor) that conducts a business competitive with us or competitive with any of our franchisees

Each of your owners, partners, shareholders, or members, as applicable, must sign the Franchise Agreement and agree to be personally bound by certain provisions of the Franchise Agreement In addition, each person who owns 20% or more of your entity must sign a Certificate, Guarantee and Assumption of Obligations by Owners, which is attached as Appendix B to the Franchise Agreement

ITEM 16

RESTRICTIONS ON
WHAT THE FRANCHISEE MAY SELL

For specific product lines, you may only sell the products and services that we have specified or approved in writing and you may not provide certain services which will prohibit you from repairing mobile devices Such mobile devices may include, but are not limited to, mobile phones, MP3 players, gaming consoles, and notebooks You must sell all products and services that we have prescribed in writing We can change the products and services that you are authorized or required to sell There is no limitation on our right to do so We do not limit the customers to whom you may sell your 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

Provision	Section in Franchise Agreement	Summary
a Length of franchise term	Section 3	The term is for ten years
b Renewal or extension of the term	Section 3	May be renewed for a ten year term, if Franchisee is in compliance and executes Franchisor's then-current franchise agreement The franchise agreement form may have materially different terms and conditions than your original contract Currently, the renewal fee is $2,000 You must also sign a Waiver and Release of Claims Agreement
c Requirements for franchisee to renew or extend	Section 3	See b above
d Termination by franchisee	Section 17 (a)	You may terminate by giving 30 days' notice
e Termination by franchisor without cause	Not Applicable	
f Termination by franchisor with cause	Section 17 (c)	We can terminate for various reasons, including Franchisee's detrimental behavior, bankruptcy, dissolution, conviction of a crime, breach of agreement, failure to follow directions, abandonment, or change in ownership or leadership
g "Cause" defined – curable defaults	Section 17 (b)	You have 30 days to cure non-payment of fees
h "Cause defined – non-curable defaults	Section 17(c)	Non-curable faults, conduct detrimental to our interests, bankruptcy, imprisonable criminal offence, abandonment of business, leaving of territory, breaches of the Franchise Agreement, failure to comply with our directions,

		change in corporate structure or a dissolution Failure to strictly comply with the arbitration process as described in Section 20 of the Franchise Agreement
i Franchisee's obligations on termination/non-renewal	Section 18	You must return all manuals cease to use the name, return all materials using the trademark and pay any fees due Upon the termination of the Franchise Agreement in accordance with the terms of the Agreement, except for in the case of a transfer, you shall pay to us, within 30 days of the date of termination, as liquidated damages for the premature termination of the Franchise Agreement and not as a penalty, an amount equal to 1 times the royalty fee payable to us in the last 12 months If you have been operational for less than 12 months you shall pay an amount equal to 1 times the royalty fee payable to us for the entire period the Franchised Business has been open for business
j Assignment of contract by franchisor	Section 16	No restriction on our rights to assign, however assignee must assume the franchisor's obligations
k "Transfer" by franchisee – defined	Section 16 (a)	Includes transfer of the agreement or a change in ownership
l Franchisor approval of transfer by franchisee	Section 16 (b)	We have the right to approve but will not reasonably withhold approval
m Conditions for franchisor approval of transfer	Section 16 (c)	New franchisee qualifies, transfer fee paid, new agreement signed, all obligations of you as the existing franchisee fully paid and satisfied
n Franchisor's right of first	Section 16 (f)	You shall first offer the

refusal to acquire franchisee's business		business to us but we are not obligated to accept
o Franchisor's option to purchase franchise's business	Section 16 (f)	We have the option to purchase if your business is on offer
p Death or disability of franchisee	Section 16 (i)	You may transfer with our consent to a family member or beneficiary
q Non-competition covenants during the term of the franchise	Section 9 (b)	No involvement in a harmful or competing business without our consent
r Non-competition covenants after the franchise is terminated or expires	Section 5 (h)	No competing business for two years within the Business Territory and 100 miles from the Business Territory
s Modification of the franchise agreement	Section 22	Any modification must be in writing signed by all parties
t Integration/merger clause	Section 22	The Franchise Agreement is the entire agreement However, nothing in the franchise agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document
u Dispute resolution by arbitration or mediation	Section 20	Franchisor may initiate litigation or require mediation or binding arbitration Franchisee must give notice of any claim, and the basis thereof
v Choice of forum	Section 20	Courts of the State of Ohio, except for franchisees in states that prohibit such choice of forum provisions
w Choice of law	Section 20	Law of the State of Ohio applies except for franchisees in states that prohibit such choice of governing law

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote the franchise

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

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 our CEO, John Davies, c/o Computer Troubleshooters USA, Inc , 7100 East Pleasant Valley Road, Suite 300 Independence, OH 44131, 877-392-6278, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 21

FINANCIAL STATEMENTS

Attached to this document as Exhibit 6 are the audited consolidated financial statements of Merrymeeting, Inc and its subsidiaries for the years ended June 30, 2016, 2015, and 2014 Merrymeeting has absolutely and unconditionally guaranteed to assume our duties and obligations under the Franchise Agreement should we become unable to perform these duties and obligations A copy of Merrymeeting's Guarantee of Performance is also included in Exhibit 6

ITEM 22

CONTRACTS

Attached to this document as Exhibit 1, Exhibit 8 and Exhibit 9 are copies of the current form of our Franchise Agreement, together with all exhibits attached, our Termination Agreement and our Waiver and Release of Claims Agreement, which are the only agreements, proposed to be offered by the Franchisor

ITEM 23

RECEIPTS

Two copies of the required receipt (Exhibit 9) are included as the last two pages of this disclosure document

EXHIBITS & ATTACHMENTS

EXHIBIT 1

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

THIS AGREEMENT is made on the ______ day of ________________ ______ ("Effective Date")

BETWEEN

Computer Troubleshooters USA Inc , of 7100 E Pleasant Valley Rd Ste 300 Independence, Ohio 44131 ("Franchisor")

AND

____________________________ of ____________________________ ("Franchisee")

Business Name/doing business as ("DBA") Computer Troubleshooters of ________________

The Business Territory includes the following zip codes ____________________________

Fee Schedule

The Fee Schedule will be completed to include Franchisee's specific fee obligations depending on whether you currently also operate a Cell Phone Repair Franchise (Sections 7(a)2 and 7(b)2 will apply) or not (Sections 7(a)1, 7(b)1, and 7(c) will apply)

Initial Fee $__________ payable as described in Section 7

Royalty Fee $_______ per month (plus taxes where applicable) payable monthly as described in Section 7

Advertising Fund Fee $ __________ per month (plus taxes or levies where applicable) payable as described in Section 7 (if applicable)

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WHEREAS

A The Franchisor is engaged in the business of franchising service businesses that provide technology services to primarily commercial customers and consumers from a home office or commercial office location approved in writing by Franchisor

B The Franchisor has, through its own time, effort and expenditure developed certain Business Methods, Goodwill, Logos, Marks, a Name and Procedures to operate efficiently in Business

C The Franchisor licenses, on terms acceptable to Franchisor, the right to utilize the Business Methods, Goodwill, Logos, Marks, a Name and Procedures attached thereto by way of Franchise

D The Franchisee has requested that the Franchisor grant a non-exclusive Franchise to the Franchisee (being a license to use such Business Methods, Goodwill, Logos, Marks, Name and Procedures of the Franchisor) and the Franchisor has agreed to franchise to Franchisee per the terms of this Agreement

NOW THIS AGREEMENT WITNESSES AND THE PARTIES AGREE as follows

1 DEFINITIONS

Unless otherwise stated the following terms, where used in this Agreement, will have the following meanings -

"Advertising Fund Fee" means the Advertising Fee payable to the Franchisor as described in the Agreement (if applicable) which are used to pay for various advertising services such as websites, e-mail marketing, marketing materials, etc

"Business" means the business of Technology Service, Support, Training and Products sold in conjunction with these services

"Business Name" means the name set out above and used as a business name whether registered or not, and which shall be approved by Franchisor and not changed without Franchisor's permission

"Business Territory" means the territory set out above within which the Franchisee carries on the Business, and which shall be approved by Franchisor and not changed without Franchisor's permission

"Franchise" means the agreements, license and permission's granted by this Agreement to the Franchisee, and which shall be approved by Franchisor, and not changed without Franchisor's permission

"Franchisee" means the franchisee under this Agreement

"Franchisor" means Computer Troubleshooters, USA, Inc

"Gross Volume" includes all receipts from all of your sales (a) by, at or in connection with a Computer Troubleshooters Business you own (and Cell Phone Repair Business you own (if applicable)), (b) which relate to the type of goods or services available now or in the future through a Computer Troubleshooters Business you own (and Cell Phone Repair Business you own (if applicable))and/or distributed in association with the Marks or the Computer Troubleshooters Business you own, (and Cell

Phone Repair Business you own (if applicable))and/or (c) any co-branding activities Gross Volume does not include billings which have not been collected Gross Volume includes payments received by credit card, with no deduction for credit card or other charges Gross Volume does not include customer refunds or any taxes paid to any federal, state, municipal or other governmental authority We reserve the right to require separate Gross Volume tracking and reporting and to audit such tracking and reporting

"Initial Fee" means the initial fee payable to the Franchisor as set out above

"Royalty Fee" means the monthly fee payable to the Franchisor as set out in the Fee Schedule

"Transfer Fee" means the transfer fee payable to the Franchisor as set out in Section 16

2 GRANT OF FRANCHISE

In consideration of the payment of the Initial Fee the Franchisor hereby grants to the Franchisee a license, and the Franchisee hereby accepts such license, to operate a Franchise under the Business Name in the Business Territory from Franchisee's home or a commercial office space that is approved by Franchisor pursuant to the terms of this Agreement

The Franchise Agreement shall be limited to and cover one Business Territory Franchisee and Franchisor may enter into subsequent franchise agreements, but are not obligated to do so

3 TERM OF FRANCHISE AND RENEWAL

The initial term of the Franchise hereby granted will be for a period of ten (10) years, unless terminated earlier in accordance with this Agreement Franchisee may renew its license to operate the Business for a period of ten (10) years, provided the Franchisee (i) gives an unconditional written notice of its intent to renew no less than two months and no more than one year prior to the expiration of this Agreement, (ii) Franchisee is in compliance with all of the terms of this Agreement, and all other agreements that Franchisee or its Owners have with Franchisor, (iii) Franchisee executes Franchisor's then-current franchise agreement, and (iv) pays the $2,000 renewal fee, and (v) Franchisee must also sign a Waiver and Release of Claims Agreement

4 FRANCHISOR'S RESERVATION OF RIGHTS, NATIONAL ACCOUNTS

Franchisor or its affiliates sales staff may develop National and Regional accounts that intend to use more than one (and typically many) franchisees to handle assignments Franchisee acknowledges that such National and Regional accounts are reserved unto Franchisor, however, to the extent that Franchisor refers business from such accounts to its Franchisees, Franchisor shall refer all such work to Franchisee or franchisees whose Territory includes the site of the specific matter, to the extent such franchisee is available, qualified and has the capacity and capability, in Franchisor's reasonable judgment, to handle such referral On certain National and Regional accounts, Franchisor may set the maximum and minimum prices that Franchisee may charge Franchisor may also require certain certifications and adherence to specific service standards as may be negotiated with National and Regional account customers Franchisor may also require Franchisee to sign a participation agreement that documents Franchisee's willingness to participate in servicing National and Regional accounts and agreeing to adhere to the terms and conditions required by

National and Regional accounts The terms of such participation agreement may be modified by Franchisor from time to time

In the event of a dispute between Franchisee and a National and Regional account for whom Franchisee has provided services, Franchisee does hereby grant and extend to Franchisor the discretionary right to investigate, settle and satisfy said claim, to which settlement Franchisee will be bound, whether the dispute arises before or after the termination of the Franchise or this Agreement

In the event that litigation is instituted against Franchisor growing out and as the result of activities of Franchisee in servicing a National and Regional account (or any other customer) and with respect to which claim no action or activity of Franchisor is involved, but Franchisor is nevertheless named in the litigation and served with process, then Franchisee covenants and agrees to indemnify, defend and hold Franchisor harmless for, from and against any costs Franchisor expends in the defense of such action

5 COVENANTS REGARDING BUSINESS METHODS, GOODWILL, LOGOS, MARKS, NAME, PROCEDURES, AND NON-COMPETE

The Franchisee covenants and agrees that

(a) It will use the Logos, Marks and Name only in a lawful manner in accordance with the terms of this Agreement Any unauthorized use of the Marks by the Franchisee shall constitute an infringement of the rights of the Franchisor in and to the Marks The Franchisee will indemnify the Franchisor against all claims arising from the Franchisee's improper, unlawful or unauthorized use of the Logos, Marks and Name,

(b) It shall conduct the Business only under the Business Name but all correspondence, invoices and advertisements of the Franchisee (including but not limited to any trade literature) shall, so far as practicable, contain a statement that "this business is independently owned and operated by (insert entity name)" It shall not use any Mark as part of any corporate name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form except to the extent set forth herein,

(c) Notwithstanding anything else herein contained, the Franchisee acknowledges and agrees that the Logos, Marks and Name remain the property of the Franchisor and/or its affiliates and that the Franchisee's rights to use same shall cease upon expiration, rescission or termination (for whatever cause) of this Agreement

If it becomes advisable at any time in our sole judgment for your Business to modify or discontinue the use of any of the Business Logos, Marks and Names, or for your Computer Troubleshooters business to use one or more additional or substitute Business Logos, Marks and/or Names, you agree to comply with our directions to modify or otherwise discontinue the use of such Business Logos, Marks and/or Names or use one or more additional or substitute Business Logos, Marks and/or Names, within a reasonable time after providing written notice to you,

(d) It shall comply with all reasonable directions from the Franchisor in respect of the use of the Business Methods, Logos, Marks and Name,

(e) It shall only use the Business Methods, Logos, Marks and Name as are approved by the Franchisor,

(f) It will immediately notify the Franchisor of any claims against or infringements of, the right to the Business Logos, Marks and Name Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to the Marks, and

(g) For a period of two (2) years after the termination of the Franchise for any reason, Franchisee shall not directly, or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, compete with Franchisor or any of its franchisees within the Business Territory and for a distance of 100 miles outside of the Business Territory This covenant not to compete, shall, among other things, preclude the ownership of an interest in any business or entity (or acting as an employee or independent contractor) that conducts a business competitive with Franchisor or competitive with any of its franchisees The time period referred to in this Section shall be stayed during a violation or breach of the terms of this Section

6 BUSINESS TERRITORY

Prior to the commencement of training, the Franchisor in consultation with the Franchisee shall designate the Business Territory, which will be defined by zip code or some other mutually agreed parameter (also referred to as the "Territory"), which will be set forth herein, and which shall not be changed without Franchisor's written consent If Franchisee receives an exclusive Business Territory, Franchisor will not operate nor grant a franchise to anyone else to operate within the Business Territory as long as Franchisee complies with the terms of the Franchise Agreement If Franchisee receives a non-exclusive Business Territory and complies with the terms of the Franchise Agreement, Franchisor will not operate, nor grant additional franchises within the Business Territory in excess of the originally agreed to number of franchises within the Business Territory

For Residential and Small/Medium Sized Commercial Customers, Franchisee agrees to only undertake direct calling, direct canvassing, direct deliveries, leaflet drops, direct mailings and any other direct marketing to prospective customers within in the Business Territory (Small/Medium Sized Commercial Customers are defined as customers with fewer than one hundred (100) employees) Except for certain excluded Business Territories ("Excluded Territories"), Franchisee may solicit and/or service Large Commercial Customers that have their office or place of business at any location within or outside of the Business Territory (Large Commercial Customers are defined as customers with one hundred (100) employees or more), Franchisor will define and periodically update the Excluded Territories and Franchisee acknowledges that it is Franchisee's responsibility to remain informed of the Excluded Territories and adhere to the solicitation/service exclusion in such Excluded Territories Additionally, Franchisee acknowledges that certain other franchisees may solicit and/or service Large Commercial Customers that have their office or place of business within Franchisee's Business Territory

7 FEES

All amounts due from Franchisee hereunder are non-refundable All amounts not paid by Franchisee when due shall accrue interest at the rate of 1 1/2% per month

Franchisee's fee obligations are as follows

(a)1 Initial Franchise Fee (if applicable)

Franchisee shall pay the non-refundable Initial Franchise Fee upon execution of this Agreement The Initial Franchise Fee is up to Nine Thousand Nine Hundred Dollars ($9,900)

(a)2 Initial Franchise Fee for Cell Phone Repair Franchisees (if applicable)

Franchisee shall pay the non-refundable Initial Franchise Fee upon execution of this Agreement The Initial Franchise Fee is up to Five Thousand Dollars ($5,000)

(b)1 Royalty Fees and Minimum Monthly Fee (if applicable)

Franchisee agrees to pay Franchisor Royalty Fees based on the Gross Volume of Franchisee's Computer Troubleshooters Business during each monthly accounting period (or otherwise as Franchisor requires from time to time with appropriate pro-rata adjustments if the period changes) Franchisee must pay Franchisor the Royalty within three (3) days after such accounting period If Franchisee has one Computer Troubleshooters Business, Franchisee's Royalty percentage shall be based on the Gross Volume of Franchisee's Computer Troubleshooters Business for the previous calendar year as follows

Gross Volume for Previous Calendar Year	Royalty Percentage
$0 to $399,999	7 76%
$400,000 and up	5 82%

If Franchisee has more than one Computer Troubleshooters Business, Franchisee's Royalty percentage shall be 5 82% of the combined Gross Volume of Franchisee's Computer Troubleshooters Businesses Computer Troubleshooters Businesses operated by Franchisee and Franchisee's affiliates

Notwithstanding the foregoing, the Minimum Monthly Fee shall be the greater of (i) the amount calculated using the applicable percentage above or (ii) Four Hundred and Fifty Dollars ($450) per each monthly accounting period This Minimum Monthly Fee can increase by no more than $20 per annum upon at least 30 days' notice In no case shall the fees increase by more than 25% over the Initial Term of the Franchise Agreement

The Franchisee shall pay to the Franchisor the Minimum Monthly Fee as set out above every monthly accounting period Such fees shall be billed to Franchisee on the third day following each monthly period during the term of the Franchise Agreement These payments do not start until the second month following conclusion of the initial training course Franchisee shall make monthly royalty fee payments to Franchisor via the ACH Authorization Form allowing Franchisor to electronically debit the banking account for all fees payable to Franchisor pursuant to the Franchise Agreement Franchisor may charge interest at the rate of 1 ½% per month on fees that are not paid within thirty days of the date due The Franchisor and Franchisee mutually agree the total Royalty Fee is used to facilitate the following services Franchisor offers to Franchisees 25% to Marketing Development, 20% to Webhosting & Servers, 20% to Support, 20% to Coaching, 10% to Trademark usage and 5% to the Administrative and Billing System

(b)2 Royalty Fees for Cell Phone Repair Franchisees (if applicable)

Franchisee agrees to pay Franchisor Royalty Fees based on the Gross Volume of Franchisee's co-branded Cell Phone Repair and Computer Troubleshooters Businesses during each accounting period (twice per month)(or otherwise as Franchisor requires from time to time with appropriate pro-rata adjustments if the period changes) Franchisee must pay Franchisor the Royalty within three (3) days after such accounting period Franchisee's Royalty percentage shall be based on the Gross Volume of Franchisee's co-branded Cell Phone Repair and Computer Troubleshooters Franchise Business for the previous calendar year as follows

Gross Volume for Previous Calendar Year	Royalty Percentage
$0 to $399,999	7 76%
$400,000 and up	5 82%

If Franchisee has more than one Cell Phone Repair location, Franchisee's Royalty percentage shall be 5 82% of the combined Gross Volume of Franchisee's Cell Phone Repair and Computer Troubleshooters co-branded locations, provided that Franchisee is in full compliance with all of the franchise agreements for all Cell Phone Repair Businesses and Computer Troubleshooters locations operated by Franchisee and Franchisee's affiliates For example, if Franchisee has two operational CPR Stores Franchisee shall receive the reduced royalty rate for both Franchisee's CPR Stores and Franchisee's Computer Troubleshooters business, if one of the CPR Stores is terminated and Franchisee only has one operational CPR Store Franchise co-branded with the Computer Troubleshooters business, Franchisee shall no longer receive the reduced royalty rate for Franchisee's remaining co-branded location)

The Franchisee shall pay to the Franchisor the royalty fees described above twice a month beginning with the month of the Effective Date of the Franchise Agreement Such fees shall be billed to Franchisee on the third day following each accounting period during the term of the Franchise Agreement Franchisee shall make royalty fee payments to Franchisor via the ACH Authorization Form allowing Franchisor to electronically debit the banking account for all fees payable to Franchisor pursuant to the Franchise Agreement

The Franchisor and Franchisee mutually agree the total Royalty Fee is used to facilitate the following services Franchisor offers to Franchisees 25% to Marketing Development, 20% to Webhosting & Servers, 20% to Support, 20% to Coaching, 10% to Trademark usage and 5% to the Administrative and Billing System

(c) National Advertising Fund Fees (if applicable)

The Franchisee shall pay the Franchisor a monthly National Advertising Fund Fee of $85 00 per month This fee may be increased up to $150 00 per month The fee can increase by no more than 10% per annum and can only be increased upon 30 days' notice The National Advertising Fund Fee shall be billed to Franchisee on the third day following each monthly period during the term of the Franchise Agreement These payments do not start until the second month following conclusion of the initial training course Franchisee shall make National Advertising Fund Fee payments to Franchisor via the ACH Authorization Form allowing Franchisor to electronically debit the banking account for all fees payable to Franchisor pursuant to the Franchise Agreement Franchisor may charge interest at the rate of 1 ½% per month on fees that are not paid within thirty days of the date due

(d) Payment of Monthly Fees

Franchisee must sign and deliver to Franchisor an ACH Authorization Form allowing Franchisor to electronically debit a banking account that Franchisee designates (Franchisee's "Account") for fees payable to Franchisor pursuant to this Agreement Franchisor's current form of ACH Authorization Form is attached to this Agreement as APPENDIX "C" Franchisee further agrees to sign and deliver to Franchisor any other documents that Franchisor or Franchisee's bank may require from time to time to authorize Franchisor to debit Franchisee's Account for such amounts Franchisor will debit Franchisee's Account for such payments on or after the date that such payments become payable to Franchisor in accordance with the terms of this Agreement Franchisee agrees to make the funds available for withdrawal by electronic transfer before each due date If any payment is dishonored, Franchisee must pay Franchisor a penalty fee of Twenty-Five Dollars ($25 00) for each payment dishonored Franchisor reserves the right to invoice customers for services provided by the Franchisee and collect related fees, subsequently remitting such applicable portion of such fees to Franchisee

All payments by the Franchisee will be applied in such order as the Franchisor may designate from time to time This provision may be waived only by written agreement signed by the Franchisor

(e) Non-Compliance Fee

If Franchisee fails to comply with the terms and conditions of this Franchise Agreement, in addition to any other remedies available to Franchisor, Franchisor may charge Franchisee a $200 Non-Compliance Fee for each violation The Non-Compliance fee is due immediately Should the breach remain uncured after seven days of the initial Non-Compliance Fee, additional fees will be assessed on a regular basis

(f) Interest

Franchisee must pay interest of one and one half percent (1 1/2 %) per month (compounded daily) or the highest amount permitted by law on any amounts owed Franchisor that are more than fifteen (15) days past due

8 FRANCHISOR'S OBLIGATIONS

(a) Prior to commencement of operations by the Franchisee, the Franchisor shall provide to Franchisee

(1) Access to electronic CT Private Site, which includes the electronic CT Operations Manual,

(2) An initial training session over two (2) days for Franchisee and one (1) Franchisee staff member as outlined within Appendix "A",

(3) At the commencement of training, supplies to assist in the promotion of the business, as outlined in Appendix "A",

(4) Instructors and training materials for the initial training program The Franchisee may be responsible for other expenses incurred (including travel and accommodation) which shall be mutually agreed beforehand

(b) Franchisor offers support services as follows (subject to change)
Infrastructure Support

Infrastructure support services include a webpage tailored for your franchise, provision of a branded email system for use by franchisees and their employees, access to the Shared Private Site, and use of an office administration system

Shared Private Site – The shared Private Site houses information regarding product line development, marketing and sales documentation, initiatives, vendor information and franchisor communications including event announcements, franchise initiatives, and monthly calls Also included is the ability to participate in group forums that provide access to all franchise owners and their staff and covers topics including business, technical, sales and marketing, employee management, client management and industry discussions These are meant to help facilitate interaction and a knowledge exchange between franchisees

Autotask You will be provided access to Autotask, which will assist you with managing customer relationships and scheduling appointments We may from time to time add or remove features from this system (All information stored in the Autotask system and the Shared Private Site is the exclusive property of the Franchisor and upon termination of this agreement, for any reason, remains with Franchisor) *

Autotask is a high availability system, however, the company does occasionally take the system down for maintenance Since Autotask is a third party software vendor, we are not responsible for any downtime due to maintenance Also, while system outages are rare, they may occur Neither CT nor its affiliates are responsible for any interruption to your business during a system outage

**Some of these resources may not be available if you are a Cell Phone Repair franchisee and are not paying a National Advertising Fund fee*

Training Support

Training support services include both online training webinars and periodic live training sessions Franchisee and any staff attending live training sessions may pay registration fee, if applicable, and must also pay all travel and living expenses

New Franchisee Follow Up Training

We may provide coaching for 8 weeks following the opening of your franchise This coaching is conditioned upon the instructor's assessment of your operation and adaption of our "best practices " (Franchise Agreement § 8)

National & Regional Conferences

Franchisor may conduct a national conference and up to 6 regional conferences per year The conference agendas vary However agendas generally provide training on franchise management, technical training, marketing and sales training, and access to vendor representatives Informal interaction with peers provides additional value to attendees

Benchmarking & Best Practices

Annually you will be required to complete a benchmark survey Survey results will be tabulated and shared "Best Practices" will be identified and highlighted

Sales and Marketing Support

Sales and Marketing support services include

Marketing Database – The marketing database shall include the contact information for the Small and Medium Sized Businesses in the Franchisee's Territory, up to 5,500, which the Franchisor has acquired from infoUSA (also known as Sales Genie), or another national database provider

Email Marketing Program – is provided by Franchisor

Collateralized Marketing Materials – Franchisor shall, from time to time, design, produce and distribute collateral marketing materials (e g mouse pads, pamphlets, brochures, etc) to the Franchisees

Power Point (PPT) Presentations – The Franchisor shall, from time to time, develop and distribute Power Point Presentations to the Franchisee(s) for use in conjunction with the Franchisee's marketing activities

Search Engine Optimization (SEO) Services – Franchisor engages a SEO marketing consultant to assist Franchisor to enhance the search rankings for the corporate provided websites It is expected that Franchisees will continue to develop the SEO of their respective webpages on their own through local organic SEO work The Franchisor may be able to provide Franchisees with suggested resources for additional SEO assistance

Pay Per Click (PPC) Advisory Services – Franchisor monitors its' webpage's performance for certain key word searches commonly used by customers seeking computer repair service providers, managed service providers and other services provided by franchisees Franchisor shall periodically provide Franchisee with recommendations, with supporting analytical data, regarding Franchisee's use of Pay Per Click advertising If Franchisee elects to utilize PPC campaign(s), Franchisee will pay for these campaigns on their own

Social Media Content Management Services – Franchisor may periodically provide franchisees with content for various social media outlets

Preferred Vendors – Franchisor expends considerable energy keeping abreast of changing market conditions and technological developments Franchisor may conduct a Request for Consideration (RFC) process for vendors providing select product or service offerings Evaluation of prospective vendors may involve franchisees, especially franchisees that may have experience with prospective vendors Prospective vendor considerations include quality of product/service offering, technical training, marketing and sales support Franchisor may negotiate prices employing the bulk buying power of the franchise system for volume discounts After review, Franchisor may designate a particular vendor a "Preferred Vendor " Franchisor does not require exclusive usage of "Preferred Vendors," but reserves the right to do so in the future

9 PROMOTION OF THE BUSINESS AND STANDARDS OF OPERATION

(a) At all times during the term hereof, the Franchisee will

(i) use the Franchisee's best efforts to operate the Business in a professional manner,

(ii) fully implement and comply with the procedures and practices,

(iii) attend or send a designated representative to the initial training course and complete to the satisfaction of the Franchisor,

(iv) make best efforts to attend on-going training courses and meetings as convened by Franchisor,

(b) Franchisee shall not directly or indirectly, for itself, or through, on behalf of or in connection with any other person, partnership, corporation, limited liability company or entity, participate with or accept employment by, or own an interest in, any person, partnership, corporation, limited liability company or other entity that is engaged in providing or rendering services that could be or are competitive with Franchisor or its franchisees

10 COMPLIANCE WITH ALL LAWS

(a) The Franchisee shall at all times during the term of this Agreement abide by the terms and requirements of all laws, legislation, statues, regulation, ordinances and rules in relation to the operation of the Business, employment of staff, occupation of premises, publication of material and all other matters concerning the operation of the Business

(b) The Franchisee shall at all times during the term of this Agreement comply with all applicable laws, legislation and all rules and regulations of the governing authorities including but not limited to the filing of annual reports, annual and periodic income, sales, and property tax returns Franchisee shall also timely file all notifications and documents that are required to be filed with those governing authorities Franchisee shall also comply with all of its contractual obligations, including but not limited to, payment to suppliers on a timely basis

(c) Franchisee agrees to secure and maintain in force all required licenses, permits and regulatory approvals relating to the operation of Franchisee's Business and operate and manage Franchisee's Business in full compliance with all applicable laws, ordinances, rules and regulations, including, without limitation, all government regulations relating to worker's compensation insurance, unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes and sales taxes

11 PERSONNEL

(a) The Franchisee's owners are not obligated to personally participate in the Business, but shall at all times retain qualified personnel to operate the Business

(b) The Franchisee will take reasonable measures to ensure that no employee or contractor commits any act that damages the Business Name or Marks of the Franchisor

(c) The Franchisee will take reasonable measures to ensure that all employees, and contractors are of exemplary moral character and conduct business in a professional manner, this will include, but not be limited to, facilitating an employment/felony background check by a reputable vendor Franchisee (and all employees, consultants and contractors as applicable) must attain certain technical certifications that are required by Franchisor from time to time

(d) The Franchisee shall ensure that all employees and contractors are advised that their association is with the Franchisee and not the Franchisor and the Franchisee hereby indemnifies the Franchisor against any claim by any employee or contractor based on or arising from an alleged contract of employment, contract of service, or contract of retention between the Franchisor and an employee or contractor

(e) The Franchisee hereby acknowledges that it is not the agent of the Franchisor and the Franchisee agrees that it will not purport to act on behalf of the Franchisor nor expend any monies on behalf of the Franchisor nor enter into any contract on behalf of the Franchisor or in any way bind the Franchisor or make representations on behalf of the Franchisor, without the Franchisor's express written consent

(f) The relationship between the Franchisor and the Franchisee shall be that of licensor and licensee and not that of employer and employee, nor partnership, nor joint venture, nor principal and agent

12 INSURANCE

Franchisee shall, at its expense and no later than upon commencement of the Business, procure and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Manual or as specified in writing by Franchisor, in such amounts as may from time to time be required by Franchisor and shall designate Franchisor as an additional named insured Specifically such insurance includes, but is not limited to, a General Business Liability policy with at least $1,000,000 in coverage Franchisee shall deliver to Franchisor such certificates as Franchisor requests to evidence Franchisee's compliance with the obligations of this Section Should Franchisee fail to obtain such insurance, Franchisor shall have the right and authority to procure such insurance, and charge Franchisee the costs of such insurance, which Franchisee shall immediately pay

13 RECORDS, ACCOUNTS AND BENCHMARK STUDIES

(a) Franchisee shall contemporaneously prepare and shall maintain complete and accurate records of all aspects of the Business and shall furnish copies thereof to the Franchisor upon request Franchisor and its designated agents shall have the right to examine and audit such records at all reasonable times Included in such records shall be all contracts, licenses, supplier and other invoices, customer data, product and sales information, checkbooks, bank statements, tax returns and financial data and such additional statistical and other data relating to the Business as Franchisor shall specify from time to time Each financial statement and report required by this Section 13 shall be in such form, and shall contain such detail, as Franchisor shall specify from time to time Franchisee shall inform its accountants that such financial and accounting statements and materials as are prepared pursuant to this Section 13 are intended for use by Franchisor and by such others as Franchisee shall select If any inspection or audit discloses an understatement of at least two percent (2%) of Gross Volume, you will pay to us, within five (5) days after receipt of the inspection or audit report, all our costs for the audit or inspection, all amounts due on the amount of such understatement, plus interest (at the rate and on the terms provided herein) from the date originally due until the date of payment Our or your failure to exercise any rights to conduct an audit will not act as a waiver of any rights or constitute a lack of diligence for purposes of the delayed discovery doctrine or otherwise

(b) Franchisor may conduct a benchmark study of all franchisees on an annual or semi-annual basis As part of this study, Franchisee shall submit certain requested operational information to Franchisor within 7 days of such request by Franchisor, such information will include, but not be limited to, staffing levels, employee compensation levels, pricing parameters, vendor utilization, hours worked, and sources of revenue Franchisor shall aggregate such operational information and provide such to Franchisee in a format approved by Franchisor

14 ADVERTISING AND PROMOTION

Franchisor may provide marketing suggestions, templates, collateral, and content to be used by you at your own expense and discretion
All advertising by the Franchisee shall be truthful in all respects and comply with the terms and requirements of all legislation, statutes, regulations, ordinances and rules in relation to advertising and promotion, together with such other directions issued by the Franchisor, from time to time, in relation to the style, manner and content of advertising

You may only use advertising material we have prescribed or approved All uses of our Marks require our approval in advance of use

15 STANDARDIZATION OF PUBLIC INTERACTION

The parties agree that it is in the best interest of the Franchisor and Franchisee that the appearance and style of promoting the Business be reasonably uniform among all franchisees Franchisee agrees that the Franchisor may issue reasonable directions, from time to time, whether by way of individual directions or a general policy, as to the following

(a) The style and layout of letterhead, webpages, and other promotional materials used by the Franchisee,

(b) The signs used by the Franchisee,

(c) All other matters in relation to the appearance and operation of the Business that affects the public's perception and recognition of the Business, and

(d) Hiring only persons of good moral character, and who can reasonably be expected to enter customer homes and businesses safely and comply with all laws and ethical standards

16. TRANSFER AND ASSIGNMENT

This Agreement may be assigned by the Franchisor in whole or in part Any assignee shall be liable for all obligations of the Franchisor contained in this Agreement and incurred as of the date of assignment, and shall remain liable for all Franchisor obligations after the date of the assignment The Franchisee shall execute any assignment agreement requested by the Franchisor or its assignee

Franchisee may transfer its rights and obligations under this Agreement, solely on the terms and conditions set forth herein below

(a) The Franchisee shall not, without the consent of the Franchisor, which consent shall not be unreasonably withheld, give away, sell, mortgage, pledge or otherwise transfer or alienate its interest in the Agreement or in the Business, or any of the equity of the Franchisee, without the written consent of the Franchisor

(b) The Franchisor's consent shall not be unreasonably withheld provided that Franchisee meet the terms and conditions of this Section, and any proposed transferee or assignee and its owner(s) are in the opinion of the Franchisor responsible individual(s) with

(i) adequate experience,

(ii) adequate financial assets,

and the Franchisee has given no less than thirty (30) days' advance written notice of the proposed transfer or assignment to the Franchisor

For the purpose of this sub-clause "individual(s)" means the officer, manager, or owner of an entity

(c) As a pre-condition of the Franchisor's consent to any transfer or assignment, the Franchisor may require the Franchisee to

(i) Pay Franchisor all monies then due and payable under this Agreement

(ii) Remedy any default of the Franchisee under this Agreement

(d) The Franchisee will pay Franchisor a "Transfer Fee" equal to $3,000

(e) Commensurate with the approval of transfer, the incoming Franchisee will execute a Franchise Agreement with the Franchisor, such new Franchise Agreement will be the then-current form being offered by the Franchisor Franchisee will also execute a termination agreement, in a form satisfactory to the Franchisor

(f) Notwithstanding any other provisions of this Agreement, if the Franchisee wishes to transfer the Business, it shall first offer such to the Franchisor, which will have seven (7) business days in which to accept or reject the Franchisee's offer

In the event that the Franchisor does not accept the Franchisee's offer, the Franchisee may transfer the Business to another party pursuant to the same financial terms previously offered to Franchisor, subject to all other terms and conditions of this Agreement

(g) Any change in the legal or beneficial ownership of any of Franchisee's shares or issue of new capital whereby in either case there is a change in the effective management or control of the company shall be deemed to be a transfer or assignment

The grant of consent by the Franchisor to a transfer shall not waive any rights of the Franchisor against the Franchisee as to any prior breach of this Agreement

(h) Upon the death or incapacitation of a shareholder, member, or partner of the Franchisee, the Franchisor agrees the rights of the Franchisee under this Agreement may be transferred to the surviving spouse or heir(s) who satisfies Franchisor's then current standards for new franchisees, subject to Franchisor's right of first refusal described in Section16 (f)

17 TERMINATION

(a) The Franchisee may terminate this Agreement by thirty (30) days advance written notice to the Franchisor

(b) Any breach by Franchisee of the provisions of this Agreement shall be grounds for termination for cause by Franchisor of the Franchise granted hereunder, as well as any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) regardless of whether or not any and all other Franchises are in breach Written notice of breach shall be given to Franchisee and thereafter Franchisee shall have thirty (30) days in which to cure the same, if the breach may be cured Thereafter, Franchisor may immediately terminate the Franchise by written notice to Franchisee if any of the breaches described in the notice are not cured within the above-mentioned thirty (30) day cure period, this action to terminate the Franchise will simultaneously terminate any and all other Franchises granted by Franchisor to Franchisee (including any Franchisee affiliate) unless otherwise agreed upon in writing and signed by both Franchisor and Franchisee

No waiver by the Franchisor of any breach by the Franchisee, nor any delay or failure by the Franchisor to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce the Franchisor's rights with respect to that or any other subsequent breach

(c) In addition to the rights described in Section 17(b) above, Franchisor, by a written notice to Franchisee effective immediately, may terminate the Franchise granted hereunder for cause, without the opportunity for cure, on the following grounds

(i) If the Franchisor receives more than six (6) complaints from separate customers in a six (6) month period indicating Franchisee's failure to perform adequately,

(ii) The Franchisee ceases to conduct the Business or vacates the Business Territory without the Franchisor's consent,

(iii) The conviction of Franchisee or an officer, director, shareholder, member or partner of Franchisee of an offense directly related to the franchise,

(iv) Bankruptcy or insolvency of Franchisee or of any owner of more than 50% of its stock, membership interests, partnership interests or other equity interests,

(v) If there is a change in the controlling ownership of the Franchisee or a notice of intent to dissolve the Franchisee or similar document is filed, unless approved in writing by Franchisor,

(vi) If there is an assignment for the benefit of creditors or similar disposition of the assets of the Franchisee,

(vii) Any act by or conduct of Franchisee or an officer, director, shareholder, member or partner of Franchisee that materially impairs the goodwill associated with the Marks,

(viii) Without the prior written consent of Franchisor, operation by Franchisee of any other business or business activity in or from the Franchise premises,

(ix) failed to strictly comply with the arbitration process as described in Section 20 of this Agreement

18 PROCEDURE ON TERMINATION

(a) Upon the expiration or termination of this Agreement, all rights of the Franchisee to operate the Business and use the Business Name, Logos, and Marks shall cease immediately, in addition, any and all commission payments associated with Franchisee's franchise business (if applicable) will cease and any residual revenue will become the sole property of Franchisor The parties agree that the following shall also occur

(i) Within three (3) days after the expiration or the termination the Franchisee will return to the Franchisor all copies, whether electronic or other form, manuals and other Materials (as the term is defined herein) provided by the Franchisor relating to the operation of the Business,

(ii) The Franchise hereby irrevocably appoints the Franchisor as the Franchisee's Agent and Attorney for the purpose of doing all acts and signing all documents necessary to cancel or discontinue the use of the Business Name or transfer the Business Name from the Franchisee,

(iii) The Franchisee will immediately cease to use the Business Name, Logos, and Marks of the Franchisor and shall promptly execute such documents or take such actions as may be necessary to abandon the Franchisee's use of any assumed name containing any of the Trademarks and to remove the Franchisee's listing as a business from the yellow pages and all other phone and online directories,

(iv) The Franchisee shall immediately deliver to the Franchisor all stationery, sign boards, brochures and any other unused material bearing the Business Name, logos, marks and name of the Franchisor,

(v) The Franchisee shall immediately pay to the Franchisor all fees due and payable to the Franchisor under the terms of this Agreement, and any interest that may be due thereon, and

(vi) Upon the termination of this agreement in accordance with the terms of this Agreement, except for in the case of a transfer, Franchisee shall pay to Franchisor, within 30 days of the date of termination, as liquidated damages for the premature termination of this Agreement and not as a penalty, an amount equal to 1 times the royalty fee payable to the Franchisor in the last 12 months If the Franchisee has been operational for less than 12 months they shall pay an amount equal to 1 times the royalty fee payable to the Franchisor for the entire period the Franchised Business has been open for business The Franchisee acknowledges and agrees that such liquidated damages are a reasonable approximation of the damages the Franchisor will incur resulting from the premature termination of the Franchise Agreement, are appropriate because actual damages incurred by the Franchisor will be difficult or impossible to ascertain, are not a penalty, and shall not affect the Franchisor's right to, and are not in lieu of, any other payment, remedy, or damages or relief to the Franchisor

(b) The obligations of the Franchisee under this Section 18 shall not end upon termination of this Agreement

(c) Notwithstanding the termination of this Agreement or the Franchise hereunder, all provisions, which by their terms, shall survive the termination of the Franchise (such as indemnification, restrictive covenants, and provisions with respect to the Marks), and all provisions herein necessary to enforce and interpret such provisions, including, without limitation the provisions regarding arbitration and injunctive relief, shall survive the termination or expiration of this Agreement

19 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Franchisee covenants and acknowledges as follows

(a) The Franchisee recognizes that the Franchisor is the copyright owner of all bulletins, files, both internet and internet contact manuals or papers ("Materials"), whether the Materials that it provides to the Franchisee pursuant to this Agreement, are recorded in paper or electronic form,

(b) The Materials are only on loan to the Franchisee for the term of this Agreement and that the Franchisee acquires no property rights therein,

(c) The Franchisor may update the Materials from time to time and that the provisions of this clause apply to such updated Materials,

(d) Information, including vendor lists, terms, pricing training materials, marketing support, trade secrets and know-how provided by the Franchisor to the Franchisee relating to the Business comprise valuable commercial property belonging solely to the Franchisor ("Confidential Information")

The Franchisee covenants to keep the Franchisor's Confidential Information confidential Franchisee agrees that it will obtain a written agreement, in form acceptable to Franchisor, to be executed by each of Franchisee's officers, directors, partners or managers that such persons agree to maintain the confidentiality of all Confidential Information

The Franchisee acknowledges that the unlawful or unauthorized disclosure or use of Confidential Information may result in substantial commercial loss and damage to the Franchisor and the Franchisee accordingly indemnifies the Franchisor against such loss or damage

20 GOVERNING LAW, DISPUTE RESOLUTION, INDEMNIFICATION, INJUNCTIVE RELIEF, AND TAXES

(a) This Agreement shall be construed in accordance with and governed by, the laws of the State of Ohio, except for any provisions of Section 5(g) hereof, which shall be governed by the law of the State in which the franchise is located

(b) The parties hereby consent to the exclusive jurisdiction and appropriateness of venue of the state courts of Cuyahoga County Ohio or the federal court of the Northern District of Ohio as the forum for any litigation arising out of this Agreement or the relationship between the parties hereto Franchisor may enforce any judgment or any other Order in any Court of competent jurisdiction

(c) Franchisor, at its election, may require that Franchisee mediate, arbitrate or litigate its claims with Franchisor If there is any litigation, it shall be as provided in section (b) hereof As to any mediation or arbitration, it shall be conducted in Cuyahoga County, Ohio, unless all parties agree otherwise Any arbitration shall be binding, and shall be conducted before the American Arbitration Association pursuant to its Commercial Arbitration Rules Both parties shall participate in mediation, but no party shall be obligated to resolve its dispute through mediation and, if mediation does not resolve such dispute, Franchisor, at its' sole discretion, may arbitrate or litigate such dispute Franchisor and Franchisee agree that any disputes between them shall be conducted on an individual basis and such disputes shall not be conducted on a class-wide basis

(d) The parties of any mediation, arbitration or litigation will bear costs paid to any mediator or any arbitrator, or any Court costs on an equal basis and grant immunity from liability to the mediator or arbitrator All other expenses, including travel and attorney's fees for mediation or arbitration shall be borne by the party incurring such costs

(e) Franchisee cannot require that any dispute be mediated or arbitrated

(f) In the event that litigation is instituted against Franchisor growing out, and as the result of, activities of Franchisee and with respect to which claim no action or activity of Franchisor is involved, but Franchisor is nevertheless named in the litigation and served with process, then Franchisee covenants and agrees to indemnify, defend and hold Franchisor harmless for, from and against any costs Franchisor expends in the defense of such action

(g) Franchisor expressly reserves the right, at its sole discretion, to seek temporary injunctive relief, pending completion of the mediation, arbitration, or litigation proceedings, from a court of competent jurisdiction to enforce Franchisee's post termination covenants not to compete and to enjoin Franchisee from any existing or threatened conduct that Franchisor believes could cause any harm or damage to Franchisor or to its franchise system Franchisee agrees that Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Franchisee, in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby) In the event Franchisor files a lawsuit to seek temporary injunctive relief as described above, the filing shall not constitute, nor be deemed by anyone to constitute, a waiver by Franchisor of its right to invoke the binding arbitration provisions of this Agreement

(g) Franchisor shall have no liability for any sales, use, excise, gross receipts, income, property or other tax, whether levied upon Franchisee, Franchisee's Business, or Franchisee's assets, or upon Franchisor, in connection with the goods or services sold or business conducted by Franchisee Franchisee agrees to pay all such amounts when due Franchisee agrees to reimburse Franchisor for any taxes that Franchisor must pay to any taxing authority on account of either Franchisee's operation of the Franchised Business or payments made to Franchisor by Franchisee

21 NOTICES

(a) All notices under this Agreement shall be hand delivered, sent by pre-paid registered or certified mail, served by facsimile or served by electronic mail

(b) Notice being served by hand or by pre-paid registered or certified mail shall be sent

(i) In the case of the Franchisor to its principal place of business, which is currently 7100 E Pleasant Valley Road, Suite 300, Independence, Ohio 44131

(ii) In the case of the Franchisee or any Guarantor, as the case maybe, to its address for service of process, or as set out above, unless Franchisee or Guarantor provides Franchisor a written notice of the change of address at least three (3) business days prior to the effectiveness of such change

Service will be considered to have been perfected, when received in the case of hand delivery or two (2) days after posting in the case of pre-paid registered or certified mail or the next business day after transmission in the case of facsimile or electronic mail

22 MISCELLANEOUS

This Franchise Agreement with its appendices contains the entire agreement of the parties However, nothing in the franchise agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document The parties agree that there are no side agreements, or other agreements between the parties relating to the franchise that are not in writing within this Franchise Agreement This Agreement may be amended or modified only by a writing that is signed by all of the parties to this Agreement

Franchisee acknowledges that having had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement and to review the Franchise Disclosure Document prior to executing this Agreement Franchisee is entering into this Agreement after having made an independent investigation and an objective assessment of Franchisee's own business experience and ability, and not based upon any representation by Franchisor as to the profits or sales volume that Franchisee might be expected to realize, nor upon any representations or promises by Franchisor that are not expressly contained in this Agreement or said disclosure document

Franchisee acknowledges that any assistance, approval or advice given by Franchisor under or in connection with this Agreement shall not constitute a warranty of the financial success of the Franchise

IN WITNESS WHEREOF the parties have executed this Agreement and it shall be effective as of the day and year first herein above written

Franchisor

Computer Troubleshooters USA, Inc

By ______________________________
Jeffrey R Harcourt, Chief Operating Officer

Franchisee

Entity

By ______________________________
Name and Title

An employee of ____________________

Appendix "A"

Provided to the Franchisee by the Franchisor

Access to

(a) Autotask*

(b) LogMeIn Rescue*

(c) Campaign Monitor

(d) New Owner Training Materials

(e) New Owner Business Plan

(f) Vendor Program

The following supplies will be provided to each Franchisee in the form and extent that such material is provided to the majority of other Franchisees

(a) Personalized Business Cards

(b) Promotional Items

(c) Marketing materials and documentation including PowerPoint presentation and guidelines, scripts (inbound, outbound, on-hold), press release, marketing plan template, and sample marketing pieces

Initial training Course to include

a) Who We Are Computer Troubleshooters (CT) and Merrymeeting Group (MMG)
b) Office Needs & Requirements Getting Your Office Set up and Started
c) Tools & Resources Provided by the Corporate Office
d) Using CT's Proprietary Technical Platforms
e) Training on Vendor Solutions
f) Marketing Your Business
g) Selling Your Products & Services
h) Creating a Business Plan for Your Office
i) Creating a Plan of Action/Revising Your Business Plan/Final Assessment

**Some of these resources may not be available if you are a Cell Phone Repair franchisee and are not paying a National Advertising Fund fee*

Appendix "B"

Certificate, Guarantee, and Assumption of Obligations by Owners

THIS CERTIFICATE, GUARANTEE AND ASSUMPTION OF OBLIGATIONS BY OWNERS ("Guarantee") is given this ____ day of _____________, 20__, by each person who owns 20% or more of ______________________________ ("Franchisee")

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date herewith ("Agreement") by COMPUTER TROUBLESHOOTERS USA, INC ("Franchisor"), 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 described in the Agreement, and (2) shall be personally bound by, and personally liable for the breach of each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, without limitation, the non-compete provisions, and those regarding protection of the Marks, and transfer of ownership of Franchisee

Each of the undersigned waives acceptance and notice of acceptance by Franchisor of the foregoing undertakings, notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability, and any and all other notices and legal or equitable defenses to which it may be entitled

Each of the undersigned consents and agrees that (1) its direct and immediate liability hereunder shall be joint and several, (2) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so, (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person, and (4) 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 Guarantee, which shall be continuing and irrevocable during the term of the Agreement

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the foregoing Agreement and this Guarantee against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collection is by or through an attorney-at-law Any waiver, extension of time or other indulgence granted from time to time by Franchisor, its agents, its successors or assigns, with respect to the Agreement, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable

This Guarantee is personal to each of the undersigned and the obligations and duties imposed herein may not be delegated or assigned, provided, however, that this Guarantee shall be binding upon the successors, assigns, and personal representatives of each of the undersigned This Guarantee shall inure to the benefit of Franchisor, its affiliates, successors and assigns

In the event that any one or more provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guarantee shall be construed to bind the undersigned to the maximum extent permitted by law that is subsumed within the terms of such provision as though it were separately articulated herein

This Guarantee shall be interpreted and construed under the laws of the State of Ohio, which laws shall prevail in the event of any conflict of law The undersigned agree that any action, suit or proceeding to enforce this Guarantee or arising hereunder or concerning the interpretation of this Guarantee shall be subject to arbitration to the same extent as provided in the Agreement

Each of the undersigned hereby acknowledges that (i) it is a condition to the granting of the Agreement to Franchisee that each of the undersigned shall execute and deliver this Guarantee to Franchisor, (ii) that Franchisor has entered into the Agreement in reliance upon the agreement of the undersigned to do so, and (iii) that, as owners of the Franchisee, the undersigned have received adequate consideration to support their execution of this Guarantee This Guarantee does not grant or create in the undersigned any interests, rights or privileges in the Franchise or the Agreement

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature on the same day and year as the Agreement was executed

GUARANTOR(S) (INCLUDING ALL SPOUSES)	PERCENTAGE OF OWNERSHIP IN FRANCHISEE
______________________________	______________________%
______________________________	______________________%
______________________________	______________________%
______________________________	______________________%
______________________________	______________________%
______________________________	______________________%
______________________________	______________________%
______________________________	______________________%

EXHIBIT C

ACCEPTANCE OF OWNERS

Each of the undersigned (and their spouses) hereby accept and agree to be personally bound by the provisions of the following Sections of the foregoing Franchise Agreement to the same extent as Franchisee 4, 5, 10, 16, 17, 18, 19, 20, and any other provisions necessary to interpret or enforce any of the foregoing

Individual operating the Franchise ______________________________

Date ______________________________

Spouse of individual operating the Franchise ______________________________

Date ______________________________

Any other individuals and their spouses who sign the guaranty ______________________________

Date ______________________________

____

Date ______________________________

____

Date ______________________________

____

Date ______________________________

Appendix "D"

Automated Clearing House Payment Authorization Form

Franchisee Information

Franchisee Name	Business No
Franchisee Mailing Address (street)	Franchisee Phone No
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No	Franchisee E-mail Address

Bank Account Information

Bank Name		
Bank Mailing Address (street, city, state, zip)		
	☐ Checking	☐ Savings
Bank Account No	(check one)	Bank Routing No (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No

Authorization

Franchisee hereby authorizes Computer Troubleshooters USA, Inc ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any franchisee of Franchisor Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries Debit entries will be initiated only as authorized above This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it If Franchisee does not have enough money in Franchisee's account to cover the transfer or if Bank for any other reason refuses to honor a transfer, Franchisee will separately pay for the charges Franchisee owes under the Franchise Agreement with Franchisor Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective

Signature ______________________________ Date ____________________________

Name ________________________________

Its ________________________________

Federal Tax ID Number ___________________

NOTE FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT

Appendix "E"

Compliance Certification Form

The Disclosure Document was provided to me by

1) At least 14 calendar days before I signed a binding agreement

Franchisee's Initials _______

2) At least 14 calendar days before I made any payment to Computer Troubleshooters

Franchisee's Initials _______

Representations

No promises, agreements, contracts, commitments, understanding, "side-deals", options, rights-of-first-refusal or otherwise have been made to or with me respect to any matter (including but not limited to any representatives or promises regarding advertising, marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly set forth in the Franchise Agreement or written Addendum signed by me and the CEO or COO of Franchisor except as follows

____

____

____

Franchisee's Initials ______

No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Disclosure Document or the Franchise Agreement was made to me by any person or entity, except as follows

____

____

____

Franchisee's Initials ______

No oral, written, or visual claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) was made to me by any person or entity, except as follows

____

____

____

Franchisee's Initials ______

No contingency, condition, prerequisite, prior requirement, provision, reservation, impediment, stipulation, provision, or otherwise exists with respect to any matter (including but not limited to obtaining financing, selection, purchase, lease or otherwise of site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on such, except as expressly set forth in a writing signed my me and the CEO or COO of Franchisor, except as follows
____
____
____

Franchisee's Initials ______

Franchisor does not make or endorse nor does it allow any marketing representative, broker or other individual to make or endorse any oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects, or otherwise (or from which such items might be ascertained) with respect to this or any other Franchise, whether made on behalf or for Franchisor, any Franchisee or other individual and expressly disclaims any such information, data or results

In addition, Franchisor does not permit any promises, agreements, contracts, commitments, understandings, "side deals", options, rights-of-first-refusal or otherwise or variations of, changes in or supplements to the Franchise Agreement or the existence of any contingencies or conditions to Franchisee's obligations except by means of a written Addendum signed by Franchisee and Franchisor

If any such representations, "side deals," contingencies or otherwise have been made by you, by any person or otherwise exist, immediately inform the CEO of the Franchisor

The prospective franchisee understands and agrees to all of the foregoing and certifies that all of the above statements are true, correct and complete

Franchisee acknowledges that Franchisor has relied upon Franchisees' representations made herein as a basis on which to enter into the Franchise Agreement

Franchisee

____

Date

____

EXHIBIT 2

FRANCHISE REGISTRATION/DISCLOSURE & BUSINESS OPPORTUNITY STATES
DIRECTORY OF STATE AGENCIES

Listed here are names, addresses, and telephone numbers of state and federal agency personnel having responsibility for franchising disclosure/registration laws and selected business opportunity laws Entries for Alberta and the Federal Trade Commission appear at the end of the list

REGISTRATION STATES

California

Department of Business Oversight

Los Angeles

320 West 4th Street
Suite 750
Los Angeles, California 90013
(213) 576-7500
(866) 275-2677

Sacramento

1515 K Street
Suite 200
Sacramento, California 95814
(916) 445-7205
(866) 275-2677

San Diego

1350 Front Street
Room 2034
San Diego, California 92101
(619) 525-4233
(866) 275-2677

San Francisco

71 Stevenson Street
Suite 2100
San Francisco, California 94105
(415) 972-8559
(866) 275-2677

Hawaii

Commissioner of Securities of the
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Robert A Tingler, Chief
Franchise Bureau
Office of Attorney General
Room 12-178
100 W Randolph Street
Chicago, Illinois 60601
(312) 814-3892

Registration & Materials Inquiries
500 S Second Street
Springfield, Illinois 62706
(217) 782-4465

Attorney General
Jim Ryan

Indiana

Patrick Sanders
Chief Deputy Commissioner
Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Securities Commissioner
Bradley W Skolnik

Iowa

(Business Opportunity Promotions Law)

Dennis Britson
Director of Regulated Industries Unit
Iowa Securities Bureau
340 East Maple
Des Moines, Iowa 50319-0066
(515) 281-4441
FAX (515) 281-6467

Maryland

Office of the Attorney General
Securities Division
200 St Paul Place
Baltimore, Maryland 21202
(410) 576-6360

Michigan

Marilyn McEwen
Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Franchise Examiner
Minnesota Department of Commerce
85 7th Place East, Suite 500
St Paul, Minnesota 55101-2198
(651) 296-4026

Commissioner of Commerce
James C Bernstein

New York

Joseph J Punturo
Assistant Attorney General
Bureau of Investor Protection and Securities
New York State Department of Law
23rd Floor
120 Broadway
New York, New York 10271
(212) 416-8211
FAX (212) 416-8816

Assistant Attorney General in Charge
David Brown

Attorney General
Andrew M Cuomo

North Dakota

Diane Lillis
Franchise Examiner
North Dakota Securities Department
Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505
(701) 328-4712

Securities Commissioner
Karen J Tyler

Rhode Island

Director
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O Pastore Complex- Building 69-1
Cranston, RI 02920
(401) 462-9527

South Dakota

Franchise Administration
Division of Securities
445 East Capitol Ave
Pierre, South Dakota 57501
(605) 773-4823

Director, Division of Securities
Michael J Youngberg

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington

Deborah Bortner, Administrator
Department of Financial Institutions
Securities Division
P O Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

Florida

(Sale of Business Opportunities Act)

Bob James
Senior Consumer Complaint Analyst

Wisconsin

James R Fischer
Franchise Administrator
Division of Securities
Department of Financial Institutions
P O Box 1768
Madison, Wisconsin 53701
(608) 266-8559

Administrator Division of Securities
Patricia Struck

DISCLOSURE ONLY

Oregon

Dick Nockledy
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

BUSINESS OPPORTUNITY STATES (FRANCHISORS FILE FOR EXEMPTION)

Connecticut

(Requires registration if the franchisor doesn't have a federal trademark registration)**

(Business Opportunity Investment Act)

Cynthia Antanaitis
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8233
E-mail cynthia antanaitis@po state ct us

Eric J Wilder
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8232
E-mail eric wilder@po state ct us

Chief Administrative Attorney
Gayles S Fierer

Director Securities and Business Investment Division
Ralph A Lambiase

Banking Commissioner
John P Burke

Department of Agriculture and Consumer Services
Division of Consumer Services
227 N Bronough Street
City Central Building
Suite 7200
Tallahassee, Florida 32301
(850) 922-2770
FAX (850) 921-8201

Nebraska

(Seller-Assisted Marketing Plan Law)

Karen Reynolds
Securities Analyst
Department of Banking and Finance
1200 N Street
Suite 311
P O Box 95006
Lincoln, Nebraska 68509
(402) 471-3445

Texas

(Business Opportunity Act)

Dorothy Wilson
Statutory Document Section
Secretary of State
P O Box 12887
Austin, Texas 78711
(512) 475-1769

Utah

(Business Opportunity Disclosure Act)

Francine A Giani
Director
Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
P O Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601
FAX (801) 530-6001

Alberta

R J (Rudy) Palovcik
Director, Industry Standards
Department of Municipal Affairs
Housing and Consumer Affairs Division
16th Floor, Commerce Plaza
10155 – 102 Street
Edmonton, Alberta, Canada TSJ 4L4
(403) 422-1588
FAX (403) 427-3033

Federal Trade Commission

Division of Marketing Practices
Bureau of Consumer Protection
Pennsylvania Avenue at 6th Street, NW
Washington, D C 20580
(202) 326-3128

AGENTS FOR SERVICE OF PROCESS

CANADA-ALBERTA
Director of Industrial Standards
Department of Municipal Affairs
Housing and Consumer Affairs, 6th Floor, Commerce Place 101 55-102nd
Edmonton, Alberta Canada T5J4L4

CALIFORNIA
California Corporations Commissioner
Department of Corporations
1515 K Street, Suite 200
Sacramento, CA 95814

HAWAII
Commissioner of Securities of the
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

INDIANA
Secretary of State
201 State House
Indianapolis, Indiana 46204

NEW YORK
Secretary of State of the
State of New York
41 State Street
Albany, New York 12231

OREGON
Director Department of Consumer and
Business Services
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND
Director
Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O Pastore Complex- Building 69-1
Cranston, Rhode Island 02920

MICHIGAN
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Consumer Protection Division
Attn Franchise
670 Law Building
Lansing, Michigan 489213

MINNESOTA
Department of Commerce
85 7th Place East, Suite 500
St Paul, Minnesota 55101-2198

NEBRASKA
Nebraska Department of Banking and Finance
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P O Box 95006
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NORTH DAKOTA
North Dakota Securities Department
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Bismarck, North Dakota 58505-0510

TEXAS
Secretary of State
P O Box 12887
Austin, Texas 78711

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

WASHINGTON
Securities Division
Washington Department of Financial Institutions
P O Box 9033
Olympia, Washington 98507-9033

WISCONSIN
Commissioner of Securities
Franchise Investment Division Fourth Floor
101 East Wilson Street
Madison, Wisconsin 53703

SOUTH DAKOTA Department of Labor and Regulation
Division of Securities
124 S EUCLID, Suite 104
PIERRE SD 57501

EXHIBIT 3

TABLE OF CONTENTS FOR THE FOLLOWING MANUALS

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Electronic Computer Troubleshooters Operations Manual (Shared Private Site)

5. Training

   a. Live Training
   b. Online Training including on-demand recorded training sessions on marketing and vendor programs

6. Additional Tools & Resources

   a. Business Solutions Program
   b. CT News USA
   c. Global CT News
   d. Document Manager
   e. Industry News
   f. Franchise forums

This electronic Operations Manual has a total of 80 pages

EXHIBIT 4

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EXHIBIT 5

FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR OR WITH WHICH WE HAVE HAD NO CONTACT IN THE LAST 10 WEEKS

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Cohen	Richard	St Louis, MO	314-727-8998	rcohen@comptroub com
Lemmon	Adam	Latrobe, PA	724-836-0100	alemmon@comptroub com
Parkman	Jason	Owasso, OK		jparkman@comptroub com
Adams	Trevor	St Thomas Virgin Islands	(340) 776-4850	tadams@comptroub com
Bate	Peter	Kirkland, WA	425-949-7068	pbate@comptroub com
Smith	Doug	Covington, GA	404-477-1302	dsmith@ctnrd com
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Billings	Brian	Thornton, CO	720-220-2905	

EXHIBIT 6

FINANCIAL STATEMENTS

EXHIBIT 7

STATE ADDENDA

Additional disclosures for the multi-state franchise disclosure document of Computer Troubleshooters, USA Inc

The following are additional disclosures required by various state franchise laws Each provision of these additional requirements will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures

CALIFORNIA

1 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

2 Item 3 of the Disclosure Document is amended to provide that none of the persons identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U S C A 78a et seq , suspending or expelling such person from membership in such association or exchange

3 Item 17 of the Disclosure Document is amended to state California Business and Professions Code Sections 20000-20043 provides rights to the franchisee concerning termination or nonrenewal of a franchise If the Franchise Agreement contains a provision that this is inconsistent with the California Business and Professions Code, this law will control

4 The Franchise Agreement provides for termination upon bankruptcy As disclosed in the Disclosure document, this provision may not be enforceable under federal bankruptcy law (11 U S C A SCC 101 *et seq*)

5 The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise This provision may not be enforceable under California law

6 The Franchise Agreement requires binding arbitration The arbitration will occur in Cuyahoga County, Ohio with each party's costs being borne by that party and the arbitrator's fees will be shared equally unless the arbitrator determines otherwise This provision may not be enforceable under California law

7 The Franchise Agreement requires application of the laws of the State of Ohio This provision may not be enforceable under California law

8 OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www corp ca gov

HAWAII

1 The states in which this registration is effective are California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Nebraska, New York, Texas, Utah, Virginia, and Washington

2 No states have refused to register these franchises No states have revoked or suspended the right to offer these franchises There are no states in which the proposed registration has been refused, revoked, suspended, or withdrawn

ILLINOIS

1 Any provision in the Franchise Agreement or Disclosure Document that designates jurisdiction, limitation on actions, or venue, with the exception of arbitration proceedings, in a forum outside the State of Illinois are amended to state that Illinois law governs claims arising under the Illinois Franchise Disclosure Act or the Franchise Agreement

2 The following should be added to Provision F of Item 17 of the Disclosure Document Illinois law may affect the conditions under which we may terminate the Franchise Agreement, 815 ILCS 705/19 and Rule 200 608

3 The following should be added to Provision I of Item 17 of the Disclosure Document Illinois law may affect your rights upon non-renewal, 815 ILCS 705/19 and 705/20

4 Item 23 of the Disclosure Document is amended as follows Section 5(2) of the Illinois Franchise Disclosure Act requires 14 calendar days' disclosure prior to the signing of a binding agreement or the payment of any fees to us Item 23 of the Disclosure Document is amended accordingly, to the extent required by Illinois law

5 Your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20 The conditions under which your franchise can be terminated may be affected by Illinois law, 815 ILCS 7051/19 and Rule 200 608

6 This Agreement shall be interpreted under the laws of the State of Illinois except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U S C Section 1051 et seq) Litigation governed by the Illinois Franchise Disclosure Act will take place in the State of Illinois The Franchisee and the Franchisor have negotiated regarding a forum in which to resolve any disputes that may arise between them that does not involve the Illinois Franchise Disclosure Act and have agreed to select a forum in order to promote stability in their relationship

7 815 ILCS 705/41 replaces any conflicting provisions of the Franchise Disclosure Document of Franchise Agreement as it relates to franchisees in Illinois any condition, stipulation, or provision of the Franchise Agreement claiming to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other Illinois law is void

8 The governing law and choice of law clauses contained in the Franchise Agreement are governed by Illinois Law

MARYLAND

1 As a condition to the transfer of the franchise, the Franchise Agreement and Item 17 of the franchisor's Franchise Disclosure document require the franchisee to sign a termination agreement The Franchise Agreement and the Franchise Disclosure document are both amended to the extent necessary so that this termination agreement will not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law

2 The Franchise Agreement and Item 17 of the franchisor's Franchise Disclosure document require a franchisee to sue in a state other than Maryland The Franchise Agreement and the Franchise Disclosure document are both amended to the extent necessary so that a franchisee may still file a civil lawsuit in Maryland alleging a violation of the Maryland Franchise Law

3 To the extent that Section 22 of the Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement is amended to state such representations are not intended to, nor shall they act as a release, estoppel, or waiver of, any liability incurred under the Maryland Franchise Registration and Disclosure Law

4 The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under federal bankruptcy law (11 U S C A SCC 101 *et seq*)

MINNESOTA

1 Minn Stat Sec 80C 21 and Minn Rule Part 2860 4400J, may prohibit us from requiring litigation to be conducted outside Minnesota In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

2 The Disclosure Document and Franchise Agreement are amended to state that we will comply with Minnesota Statute 80C 14 subdivisions 3, 4, and 5, which require except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement

3 Pursuant to Minnesota Statute 80C 12 subdivisions 1(g), to the extent required by law, the Disclosure Document is amended to state that we will protect your right to use the trademark, service mark, trade name, logo or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our trade name

4 Minnesota Rule 2860 4400D prohibits us from requiring you to assent to a termination agreement The Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law

5 Minnesota Rule 2860 440J prohibits us from requiring you to waive any rights, or from consenting to us obtaining injunctive relief (a court will determine if a bond is required) The Disclosure Document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law

NEW YORK

1 Information comparing franchisors is available Call the state administrators listed in the Disclosure Document or your public library for sources of information Registration of this franchise by a State does not mean that the State recommends it or has verified the information in this Disclosure Document If you learn that anything in the Disclosure Document is untrue, contact the Federal Trade Commission and the appropriate State or provincial authority

2 The Franchisor may, if it chooses, negotiate with you about items covered in the Disclosure Document However, the Franchisor cannot use the negotiating process to prevail upon a prospective franchisee to accept terms which are less favorable than those described in the disclosure document

3 Item 3 of the Disclosure Document is revised to include the following The franchisor, its predecessor, or any affiliate of the franchisor offering franchises does not have any administrative, criminal, or civil action pending against anyone There is no administrative, criminal, or civil action pending against the franchisor, its predecessor, or any affiliate of the franchisor that offers franchises The franchisor, its predecessor, or any affiliate of the franchisor franchisor that offers franchises The franchisor, its predecessor, or any affiliate of the franchisor offering franchises has not been convicted of a felony or pleaded nolo contendere to a felony or misdemeanor charge The franchisor, its predecessor, or any affiliate of the franchisor offering franchises has not been the subject of a civil action alleging a violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair deceptive practices or comparable allegations

4 Item 4 of the Disclosure Document is revised to include the following The franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of this disclosure document has not (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership

5 This Disclosure Document does not knowingly omit a material fact or contain any untrue statement of material fact

NORTH DAKOTA

1 Termination or liquated damages are generally considered unenforceable in the state of North Dakota

2 Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota Each provision in the Franchise Disclosure Document and Agreements dealing with covenants not to compete (in particular Item 17(r) and Franchise Agreement Section 5(h) is deleted and unenforceable in North Dakota

3 The site of arbitration or mediation involving a franchise purchased in North Dakota, shall be in a place mutually agreed upon at the time of arbitration or mediation and may not be remote from the franchisee's place of business

4 Item 17(v) and 17(w) of the Disclosure Document and Section 20 of the Franchise Agreement requiring franchisees to consent to the jurisdiction of courts in Ohio, requiring the agreement to be governed by the laws of Ohio, and requiring the franchisee to consent to a waiver of trial by jury are deleted at the request of the Securities Commissioner of the State of North Dakota

5 A waiver of exemplary and punitive damages are generally considered unenforceable in the state of North Dakota Section 20 of the Franchise Agreement dealing with exemplary and punitive damages is deleted

6 General releases are generally considered unenforceable in the state of North Dakota Each provision in the Franchise Disclosure Document and Agreements dealing with general releases (in particular 17(c)) is deleted

VIRGINIA

1 The following statements are added to Item 17 h Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

WASHINGTON

1 If any of the provisions in the Disclosure document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19 100 180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Disclosure document and Franchise Agreement with regard to any franchise sold in Washington

2 In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator 3 The state of Washington has a statute, RCW 19 100 180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise

4 A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

5 Transfer fees are collectable to that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer by the arbitrator

WISCONSIN

1 The Wisconsin Fair Dealership Law Ch 135, Sections 135 01-135 07 may affect the termination provisions of the Franchise Agreement

ACKNOWLEDGMENT

It is agreed that the applicable previous state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of __________________, 20_and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect

DATED this _______ day of ____________________, 20__

FRANCHISOR	**FRANCHISEE**
By Jeffrey R Harcourt	By ______________________
___________________________	___________________________
Title ______________________	Title __________________________

EXHIBIT 8

FRANCHISE TERMINATION AGREEMENT

This Franchise Termination Agreement is made and entered into as of __________________, by and between ______________________ on the one part, hereinafter referred to as "_________" and Computer Troubleshooters USA, Inc dba Computer Troubleshooters, a Georgia Corporation, on the other part, hereinafter referred to as "Computer Troubleshooters"

WHEREAS, a written agreement was entered into on ____________________, by _________ and Computer Troubleshooters in order for _____________ to obtain a Franchise to engage in the computer service and support business utilizing the trade name of Computer Troubleshooters in the area of __________________ (the Franchise Agreement)

WHEREAS, __________ has been operating a computer service and support business utilizing the trade name of Computer Troubleshooters in the area of _____________

WHEREAS, __________ now relinquishes their franchise to engage in the computer service and support business utilizing the trade name of Computer Troubleshooters in the area of _________________

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, IT IS MUTUALLY AGREED as follows

1 ____________ does hereby assign, transfer and agree to deliver to Computer Troubleshooters the materials containing Computer Troubleshooter's trademarks, and supplies used in the operations under the Franchise Agreement, and _________ shall perform all reasonable acts to complete such deliveries requested by Computer Troubleshooters

2 As it relates to the _________ location, ______does hereby relinquish any and all rights to the use of the trademarks of Computer Troubleshooters and the trade names "Computer Troubleshooters" and covenants to cease and desist any and all use of such trademarks and trade names

3 ____ reaffirms all of their post-termination obligations and covenants set forth in the Franchise Agreement and any and all exhibits thereto

4 Upon inquiry from third parties, Computer Troubleshooters shall inform such third parties that _______'s Franchise relationship for the ___________ operation with Computer Troubleshooters has terminated

5 _____ does hereby discharge Computer Troubleshooters, its officers, directors, employees, agents and affiliates from any and all actions, causes of action, damages, judgments, debts, losses, contracts, claims and demands of whatsoever kind and nature, including without limitations, any and all claims which could be asserted under or with respect to the Franchise Agreement

6 This Franchise Termination Agreement shall be binding upon and inure to the benefit of each of the parties hereto, including each of their respective successors, assigns, heirs, beneficiaries and personal representatives

7 This Franchise Termination Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio and may be executed in mutual counterparts which, when taken together, shall consist of one and the same instrument executed as of the latest date of any such counterpart

IN WITNESS WHEREOF, this Franchise Termination Agreement is entered into on the

____

Computer Troubleshooters USA, Inc
a Georgia Corporation

By___________________________________ By _________________________________
Name, Title Name, Title

EXHIBIT 9

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of __________ ___, 20___ by __________________________, a(n) __________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Computer Troubleshooters USA, Inc , a Georgia corporation ("Franchisor," and together with Releasor, the "Parties")

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Agreement") pursuant to which Franchisee was granted the right to own and operate a "*insert franchise name*" Business,

WHEREAS, Franchisee has notified Franchisor of its desire to renew the Agreement and Franchisor has agreed to enter into a renewal franchise agreement, and

WHEREAS, as a condition to Franchisee's ability to enter into a renewal franchise agreement, Releasor has agreed to execute this Release upon the terms and conditions stated below

NOW, THEREFORE, in consideration of Franchisor entering into a renewal franchise agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows

Representations and Warranties Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder ____________________________ represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release

Release Releasor and its affiliates and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor and affiliates and its and their past and present officers, directors, agents, partners, shareholders, employees, and representatives (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever

Miscellaneous

a This Release shall be construed and governed by the laws of the State of Ohio

b Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor c In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees

d All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, franchisees, and assigns No other party shall be a third-party beneficiary to this Release

e The Parties agree to do such further acts and things and to execute and Deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above

RELEASOR

FRANCHISEE

______________________________, a

____

By __________________________
Name ________________________
Its __________________________

FRANCHISEE'S OWNERS

Date ______________________ ____________________________
Signature

____
Typed or Printed Name

Date ______________________ ____________________________
Signature

____
Typed or Printed Name

EXHIBIT 10

RECEIPTS
(PLEASE KEEP THIS FOR YOUR RECORDS)

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

If Computer Troubleshooters USA, 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 law requires a franchisor to provide the franchise 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

If Computer Troubleshooters USA, 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 agencies listed in Exhibit 2

FRANCHISE SELLERS
Jeff Gasner- 312-804-8567
Mark Sweeterman- 877-392-6278 ext 617
Kim Weinberger- 216-674-0645 ext 662
7100 E Pleasant Valley Road, Ste 300
Independence, Ohio 44131

DATE OF ISSUANCE

We authorize the agents listed in Exhibit 2 to receive service of process for us

I have received a Franchise Disclosure Document dated __________ This Disclosure Document included the following Exhibits

Exhibit 1 Franchise Agreement
Exhibit 2 Names & Addresses of State Administrators and Agents for Service of Process
Exhibit 3 Table of Contents of three (3) Operations Manuals
Exhibit 4 List of Existing Franchisees
Exhibit 5 List of Franchisees Who Left the System in the Last Year or Who Have Not Contacted Us in the Last 10 Weeks
Exhibit 6 Financial Statements
Exhibit 7 State Addenda
Exhibit 8 Termination Agreement
Exhibit 9 Waiver and Release of Claims Agreement
Exhibit 10 This Receipt

Date Received ______________________

Prospective Franchisee/Applicant (please sign) ________________________________

Prospective Franchisee/Applicant (please print) ________________________________

Spouse of Prospective Franchisee/Applicant (please sign) ________________________

Spouse of Prospective Franchisee/Applicant (please print) ________________________

Name of Business Entity ________________________________

RECEIPTS
(PLEASE RETURN THIS TO US)

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Prospective Franchisee/Applicant (please print) ________________________________

Spouse of Prospective Franchisee/Applicant (please sign) ________________________________

Spouse of Prospective Franchisee/Applicant (please print) ________________________________

Name of Business Entity ________________________________