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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 $12,200 to $29~~7~~,4~~9~~00 This includes either $1,500 (for Computer Troubleshooters and Cell Phone Repair dual branded franchisees) or $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 10/5/18 amended 5/2/19

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 may 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 10/5/18 amended 5/2/19

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

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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 Holdings, LLC, a Delaware limited liability company CT Global and MMI-CPR Holdings' principal business address is 7100 E Pleasant Valley Rd , Ste 300, Independence, OH 44131 and the telephone number is 877-392-6278

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, 2018, Frontier had 638 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, 2018, Sunbelt had 112 U S franchised locations and approximately 68 international 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 The majority owner of CPR MMI-CPR Holdings, LLC, a Delaware limited liability company MMI-CPR Holdings, LLC's majority owner is by Merrymeeting Inc , a Delaware corporation ("Merrymeeting") 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, 2018, MMI-CPR, LLC had 432 franchised locations and 22 international locations

MMI-DD, LLC ("DD") is a Delaware limited liability company that was organized on December 5, 2017 with the Delaware Secretary of State DD is owned by MMI-CPR Holdings, LLC, a Delaware limited liability company MMI-CPR Holding, LLC's majority owner is Merrymeeting, Inc a Delaware corporation DD does not offer franchises in any other lines of businesses DD does business under the name "DD" and "Digital Doc" DD does not offer franchises in the similar type of business as that to be operated by Sunbelt or its franchisees As of June 30, 2018, DD had 10 franchised locations

K-12 Tech Franchising, LLC ("K-12") is a Delaware limited liability company that was organized on December 13, 2017 with the Delaware Secretary of State K-12 is owned by MMI-CPR Holdings, LLC, a Delaware limited liability company, MMI-CPR Holding, LLC's majority owner is Merrymeeting, Inc a Delaware corporation K-12 does not offer franchises in any other lines of businesses K-12 does business under the name "K-12" and "K-12 Tech" K-12 does not offer franchises in the similar type of business as that to be operated by Sunbelt or its franchisees As of June 30, 2018, K-12 had 9 franchised locations

Neither, Frontier, CPR, DD, K-12, nor Sunbelt has engaged in, or offered any franchises engaged in, the same type of business as that to be operated by Computer Troubleshooters or its franchisees

The principal business address for Merrymeeting, FAA, Frontier Adjusters of Arizona, Inc , Frontier–, Sunbelt–, DD, K-12 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, 2018 there are 171 franchisees in the USA and approximately 95 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 Ben Davies
Mr Davies became the Chief Executive Officer of Computer Troubleshooters on July 1, 2018 and has served in that capacity since then Mr Davies has worked from Marathon's headquarters located in Independence, Ohio since September, 2015 Prior to joining Marathon Management Services, LLC, Mr Davies had been an associate at Jones Day, located at 901 Lakeside Ave East, Cleveland, OH 44114, since 2013

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 a non-refundable 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 and are dual branding with a Computer Troubleshooters franchise, you will not be charged an Initial Franchise Fee, but must pay us ~~an~~a non-refundable ~~Initial Franchise Fee of up to $5,000~~ Initial Training Fee of $1,500

ITEM 6

OTHER FEES ~~FRANCHISE TERRITORY/ SERVICE PACKAGE~~

Type of Fee	Amount	Due Date	Remarks
Royalty Fee (Computer Troubleshooters Franchisees Only)	6 5% 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~~ 500 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 We may require you to use reporting software (i e Autotask) ~~*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~~
Royalty Fee (Cell Phone Repair and Computer Troubleshooters Dual Branded Franchisees)	6 5% 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) $250 per month for the first year, and $500 per month for the remainder of the Agreement term, 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 We may require you to use reporting software (i e Autotask)
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	For Computer Troubleshooters only franchisees CT USA will provide initial, simultaneous training for you and one other person per franchise free of charge (Cell Phone Repair and Computer Troubleshooters dual branded franchisees must pay an initial training fee of $1,500) 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 Fee	$2,000	30 days prior to renewal	You must also sign a Waiver and Release of Claims Agreement
Technology Fee	We estimate this may be up to $150	Monthly	We may charge a monthly Technology fee of up to $150 for your use of certain proprietary software (this may include monthly dues for ~~RepairQ)~~ royalty reporting software
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 through reporting software such as Autotask -

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
Initial Training Fee (Cell Phone Repair and Computer Troubleshooters Dual Branded Franchisees Only)	$0 to $1,500 (Note 2)	Lump Sum	Upon Execution of Franchise Agreement	Computer Troubleshooters USA, Inc
Traveling and Living Expenses while Training	$500 to $1,000 (Note 3~~2~~)	As incurred	During training	Hotels, Restaurants, Airlines, and Gasoline Stations
Real Estate and Improvements	$0 to $6,000 (Note 4~~3~~)	As negotiated	As negotiated (usually monthly)	Landlord or Contractor
Equipment	$0 to $3,000 (Note ~~4~~5)	As incurred	Supplier terms	Computer Suppliers, Internet Service Providers
Signs	$0 to $1,000 (Note ~~5~~6)	As incurred	Supplier terms	Signage companies
Miscellaneous Opening Costs	$1,000 to $2,000 (Note ~~6~~7)	As incurred	As incurred	Suppliers, Utilities etc
Opening Inventory	$0 - $1,000 (Note ~~7~~8)	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~~9)	As incurred	As incurred	Advertising Suppliers
Total	**$12,200 to $~~27~~29,~~4~~900 (Note ~~9~~10)**			

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 ~~re will be no Initial Franchise Fee

Note 2 If you currently own a Cell Phone Repair franchise the Training Fee will be $1,500

Note 3 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~~4 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 5~~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 6~~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 7~~6~~ Additional Opening costs may be required for a business phone line, Internet access, legal costs, and business insurance

Note 8~~7~~ The total cost to purchase a set of business cards, leaflets, etc would be under $1,000 You can obtain these items from a local supplier of your choosing, or from a franchise recommended vendor

Note 9~~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 10~~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))

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, and 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 (or a similar software subject to change at our discretion), 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) If you are a Cell Phone Repair and Computer Troubleshooters dual branded franchisee, Autotask is not provided

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 (if applicable) – 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 This is not offered to CPR Dual Branded Franchisees

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

We may charge a Technology Fee of up to $150 per month and reserve the right to increase such Technology Fee for your use of certain proprietary software we may provide or obtain on your behalf (this includes monthly dues for ~~RepairQ~~royalty reporting software) We may require you to use ~~the RepairQ point of sale (POS) system (although the specific system used is subject to change)~~a specific royalty reporting software You may obtain additional services from ~~RepairQ~~ the royalty reporting software for an additional fee You must utilize the technology services as we mandate in the Operations Manual, such required technology services are subject to change from time to time (e g ~~RepairQ~~Autotask, etc)

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 15 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 Exhibit 3 The total number of pages is also shown in Exhibit 3

If you are a Cell Phone Repair and Computer Troubleshooters dual branded franchisee you must pay a $1,500 initial training fee when you execute the Franchise Agreement 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

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 ~~For CPR Dual Branded locations, it is recommended that the CPR Computer Services are active for at least 6 months before attending the Computer Troubleshooters New Owner Training~~

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

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 refusal to acquire franchisee's business	Section 16 (f)	You shall first offer the 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 This provision is subject to state law
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 This provision is subject to state law
v Choice of forum	Section 20	Courts of the State of Ohio, except for franchisees in states that prohibit such choice of forum provisions This provision is subject to state law
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 This provision is subject to state 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 our Legal and Compliance Department which maintains offices located at 7100 East Pleasant Valley Road, Suite 300 Independence, OH 44131, 877-392-6278, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years ~~2015~~ 2016 to ~~2017~~ 2018 ending June 30, 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016~~2015~~	80~~98~~	98~~80~~	+18~~-18~~
	2017~~2016~~	98~~80~~	169~~98~~	+71~~+18~~
	~~2017~~2018	~~98~~169	156~~169~~	~~+71~~-13
Company Owned	2016~~2015~~	28~~28~~	28~~28~~	0~~0~~
	2017~~2016~~	28~~28~~	2~~28~~	-26~~0~~
	~~2017~~2018	~~28~~2	2	~~-26~~0
Total Outlets	**2016~~2015~~**	**108~~126~~**	**126~~108~~**	**+18~~-18~~**
	2017~~2016~~	**126~~108~~**	**171~~126~~**	**+45~~+18~~**
	~~2017~~2018	**~~126~~171**	**~~171~~158**	**~~+45~~-13**

**As of June 30, 2018~~7~~, Computer Troubleshooters had approximately ~~100~~ 87 international franchised locations*

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years ~~2015~~ 2016 to ~~2017~~ 2018 ending June 30, 2018

State	Year	Number of Transfers
Minnesota	2016	0
	2017	0
	2018	3
Missouri	2016~~2015~~	0~~0~~
	2017~~2016~~	1~~0~~
	~~2017~~2018	~~1~~0
South Carolina	2016	0
	2017	0
	2018	1
Tennessee	2016~~2015~~	0~~0~~
	2017~~2016~~	1~~0~~
	~~2017~~2018	~~1~~0
Total	**2016~~2015~~**	**0~~0~~**
	2017~~2016~~	**2~~0~~**
	2018~~2017~~	**4~~2~~**

Table No. 3

Status of Computer Troubleshooters Franchised Outlets (Single Unit) For Years 2016~~5~~ to 2018~~7~~ ending June 30, 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	0	1
Arizona	2016~~2015~~	3~~3~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	3~~3~~
	2017~~2016~~	3~~3~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	4~~3~~
	~~2017~~2018	4~~3~~	1	1~~0~~	0	0	0	4
Arkansas	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	0	1
California	2016~~2015~~	24	0~~0~~	0~~2~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	2017~~2016~~	2~~2~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~2~~
	~~2017~~2018	~~2~~1	1~~0~~	~~1~~0	0	0	0	2~~1~~
Colorado	2016~~2015~~	2~~2~~	1~~0~~	2~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~2~~
	2017~~2016~~	2~~2~~	2~~1~~	0~~2~~	0~~0~~	0~~0~~	0~~0~~	4~~1~~
	~~2017~~2018	2~~4~~	3~~2~~	~~0~~3	0	0	0	4
Connecticut	2016~~2015~~	2~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	2017~~2016~~	2~~2~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~2~~
	~~2017~~2018	~~2~~1	0	~~1~~0	0	0	0	1
Delaware	2016~~2015~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~0~~
	2017~~2016~~	1~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	0	1
Florida	2016~~2015~~	44	1~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	44
	2017~~2016~~	44	9~~1~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	134
	~~2017~~2018	413	~~9~~1	~~0~~2	0	0	0	~~13~~12
Georgia	2016~~2015~~	4~~3~~	2~~1~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	54
	2017~~2016~~	54	0~~2~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	4~~5~~
	~~2017~~2018	4~~5~~	0	0~~1~~	0	0	0	4
Hawaii	2016~~2015~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	2017~~2016~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	~~2017~~2018	0	0	0	0	0	0	0
Illinois	2016~~2015~~	2~~3~~	1~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	3~~2~~
	2017~~2016~~	3~~2~~	9~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	12~~3~~
	~~2017~~2018	12~~3~~	0~~9~~	0	0	0	0	12
Indiana	2016~~2015~~	8~~9~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	8~~8~~
	2017~~2016~~	8~~8~~	1~~0~~	8~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~8~~
	~~2017~~2018	~~8~~1	~~1~~0	~~8~~0	0	0	0	1
Iowa	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2018~~2017~~	1	0	0	0	0	0	1

~~State~~	~~Year~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Terminations~~	~~Non-Renewals~~	~~Reacquired by Franchisor~~	~~Ceased Operations-Other Reasons~~	~~Outlets at End of the Year~~
Kansas	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~1~~
	~~2017~~2018	~~1~~2	~~1~~0	0	0	0	0	2~~2~~
Kentucky	2016~~2015~~	0~~1~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	2017~~2016~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	~~2017~~2018	0	0	0	0	0	0	0
Louisiana	2016~~2015~~	44	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	34
	2017~~2016~~	34~~4~~	0~~0~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	23~~3~~
	~~2017~~2018	~~34~~23	0	~~1~~0	0	0	0	23
Maine	2016~~2015~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	2017~~2016~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	~~2017~~2018	0	0	0	0	0	0	0
Maryland	2016~~2015~~	0~~0~~	4~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	4~~0~~
	2017~~2016~~	4~~0~~	14	0~~0~~	0~~0~~	0~~0~~	0~~0~~	54
	~~2017~~2018	45	~~1~~0	0	0	0	0	5
Massachusetts	2016~~2015~~	2~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	2017~~2016~~	2~~2~~	2~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	3~~2~~
	~~2017~~2018	3~~2~~	0~~2~~	1	0	0	0	2~~3~~
Michigan	2016~~2015~~	14	0~~0~~	0~~3~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	0	1
Mississippi	2016~~2015~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	2017~~2016~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	~~2017~~2018	0	0	0	0	0	0	0
Minnesota	2016~~2015~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	2017~~2016~~	0~~0~~	6~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	6~~0~~
	~~2017~~2018	~~0~~6	~~6~~1	~~0~~1	0	0	0	6
Missouri	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~1~~
	2017~~2016~~	0~~1~~	6~~0~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	6~~0~~
	~~2017~~2018	~~0~~6	~~6~~0	0	0	0	0	6
Montana	2016~~2015~~	0~~1~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	2017~~2016~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	~~2017~~2018	0	0	0	0	0	0	0
Nebraska	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~1~~
	~~2017~~2018	0~~1~~	0	0~~1~~	0	0	0	0
Nevada	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	0	1
New Hampshire	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	0	1
New Jersey	2016~~2015~~	2~~7~~	1~~0~~	0~~5~~	0~~0~~	0~~0~~	0~~0~~	3~~2~~
	2017~~2016~~	3~~2~~	2~~1~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	4~~3~~
	~~2017~~2018	34	0~~2~~	1	0	0	0	34
New Mexico	2016~~2015~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~

	2017~~2016~~	0~~0~~	2~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~0~~
	~~2017~~2018	2~~0~~	1~~2~~	0	0	0	0	3~~2~~
New York	2016~~2015~~	5~~4~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	6~~5~~
	2017~~2016~~	6~~5~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	7~~6~~
	~~2017~~2018	7~~6~~	0~~1~~	2~~0~~	0	0	0	5~~7~~
North Carolina	2016~~2015~~	1~~3~~	2~~0~~	0~~2~~	0~~0~~	0~~0~~	0~~0~~	3~~1~~
	2017~~2016~~	3~~1~~	14~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	17~~3~~
	~~2017~~2018	~~3~~17	~~14~~0	~~0~~2	0	0	0	~~17~~15
Oklahoma	2016~~2015~~	3~~1~~	0~~2~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~3~~
	2017~~2016~~	2~~3~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	~~2017~~2018	2	0	0	0	0	0	2
Ohio	2016~~2015~~	5~~6~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	5~~5~~
	2017~~2016~~	5~~5~~	6~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	11~~5~~
	~~2017~~2018	~~5~~11	6~~0~~	~~0~~4	0	0	0	~~11~~7
Oregon	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	1~~0~~	0	0	0	0~~1~~
Pennsylvania	2016~~2015~~	9~~11~~	1~~0~~	2~~2~~	0~~0~~	0~~0~~	0~~0~~	8~~9~~
	2017~~2016~~	8~~9~~	0~~1~~	2~~2~~	0~~0~~	0~~0~~	0~~0~~	6~~8~~
	~~2017~~2018	6~~8~~	0	1~~2~~	0	0	0	5~~6~~
South Carolina	2016~~2015~~	1~~1~~	2~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	3~~1~~
	2017~~2016~~	3~~1~~	10~~2~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	12~~3~~
	~~2017~~2018	12~~3~~	~~10~~0	2~~1~~	0	0	0	~~12~~10
Tennessee	2016~~2015~~	1~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	4~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	5~~1~~
	~~2017~~2018	5~~1~~	04	0	0	0	0	5
Texas	2016~~2015~~	3~~4~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	3~~3~~
	2017~~2016~~	3~~3~~	9~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	11~~3~~
	~~2017~~2018	11~~3~~	1~~9~~	1	0	0	0	11
U S Virgin Islands	2016~~2015~~	1~~1~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~1~~
	2017~~2016~~	0~~1~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	~~2017~~2018	0	0	0	0	0	0	0
Virginia	2016~~2015~~	2~~2~~	10~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	12~~2~~
	2017~~2016~~	12~~2~~	31~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	15~~12~~
	~~2017~~2018	~~12~~15	0~~3~~	0	0	0	0	15
Washington	2016~~2015~~	2~~3~~	0~~0~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	1~~2~~
	2017~~2016~~	1~~2~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	0	1
Wisconsin	2016~~2015~~	2~~4~~	0~~0~~	0~~2~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	2017~~2016~~	2~~2~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	3~~2~~
	~~2017~~2018	3~~2~~	0~~1~~	0	0	0	0	3
Total	**2016~~2015~~**	**80~~98~~**	**2~~85~~**	**9~~23~~**	**1~~0~~**	**0~~0~~**	**0~~0~~**	**98~~80~~**
	2017~~2016~~	**98~~80~~**	**90~~28~~**	**19~~9~~**	**0~~1~~**	**0~~0~~**	**0~~0~~**	**169~~98~~**
	~~2017~~2018	**~~98~~169**	**~~90~~9**	**~~19~~22**	**0**	**0**	**0**	**~~169~~156**

Table No. 4

Status of Company-Owned Outlets
For Years 2016~~5~~ to 2018~~7~~ ending June 30, 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Ohio	2016~~2015~~	28~~28~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	28~~28~~
	2017~~2016~~	28~~28~~	2~~0~~	28~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~28~~
	~~2017~~2018	~~28~~2	~~2~~0	~~28~~0	0	0	0	2

Table No 5

Projected Openings as of June 30, 2018~~7~~

State	Franchise Agreement signed but business not open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
~~Alabama~~	~~0~~	~~0~~	~~0~~
~~California~~	~~0~~	~~1~~	~~0~~
~~Florida~~	~~0~~	~~1~~	~~0~~
~~Georgia~~	~~0~~	~~1~~	~~0~~
~~Louisiana~~	~~0~~	~~1~~	~~0~~
~~Maryland~~	~~0~~	~~1~~	~~0~~
~~Massachusetts~~	~~0~~	~~1~~	~~0~~
~~Nevada~~	~~0~~	~~0~~	~~0~~
~~New Jersey~~	~~0~~	~~1~~	~~0~~
~~New York~~	~~0~~	~~1~~	~~0~~
~~North Carolina~~	~~0~~	~~1~~	~~0~~
~~Ohio~~	~~0~~	~~1~~	~~0~~
~~Pennsylvania~~	~~0~~	~~1~~	~~0~~
~~South Carolina~~	~~0~~	~~0~~	~~0~~
~~Texas~~	~~0~~	~~1~~	~~0~~
~~Virginia~~Florida	0	1	0
~~Wisconsin~~Oregon	0	1	0
Total	**0**	**~~14~~2**	**0**

Exhibit 4 lists the names of all current single unit franchises and the addresses and telephone numbers of their outlets as of June 30, 2018~~7~~

Exhibit 5 lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed below. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

During the last three fiscal years, both current franchisees and franchisees who have left the system have not signed confidentiality clauses

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, 2018, 2017, and 2016 In addition to the Consolidated Financial Statements, the unaudited financials have been included as of March 31, 2019 These financial statements are prepared without an audit Prospective franchisees or sellers of franchises should be advised that no certified public accountant had audited these figures or expressed his/her opinion with regard to the content or form 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

ENTITY, STATE OF FORMATION ("Franchisee"),

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

Located at ADDRESS

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 are a dual branded Cell Phone Repair and Computer Troubleshooters franchisee ~~currently also operate a Cell Phone Repair Franchise~~ (Sections 7(a)2 and 7(b)2 will apply) or not (Sections 7(a)1 and~~,~~ 7(b)1~~, and 7(c)~~ will apply)

Initial Fee $__________ payable as described in Section 7

Initial Training 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 through reporting systems such as Autotask

"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 for a Computer Troubleshooters only franchisee)

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~~ Training Fee (if applicable for dual branded Cell Phone Repair and Computer Troubleshooters Franchisees) (if applicable)

Franchisee shall pay the non-refundable Initial ~~Franchise~~ Training Fee upon execution of this Agreement The Initial ~~Franchise~~ Training Fee is ~~up to Five Thousand Dollars~~One Thousand Five Hundred Dollars ($1,5~~5,0~~00)

(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 Franchisee's Royalty percentage shall be 6 5% of Gross Volume

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~~Five Hundred Dollars ($~~450~~500) 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 is not required to remit a Royalty Fee directly to Franchisor Alternatively, Franchisee shall utilize the then current POS used in Franchisee's CPR Cell Phone Repair franchise when providing Computer Troubleshooters Business services at the co-located franchise, as a result, Franchisee will remit the Royalty Fee to the CPR Cell Phone Repair franchisor (consistent with the royalty fee structure for Franchisee's CPR Cell Phone Repair co-located franchise)~~

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 Franchisee's Royalty percentage shall be 6 5% of Gross Volume

Notwithstanding the foregoing, the Minimum Monthly Fee shall be the greater of (i) the amount calculated using the applicable percentage above or (ii) Two Hundred and Fifty Dollars ($250) per each monthly accounting period for the first twelve (12) months, and then Five Hundred Dollars ($500) per each monthly accounting period for the remainder of the Franchise Agreement term 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

(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) Technology Fee ~~(if applicable)~~

We may require Franchisee to pay a monthly technology fee of up to $150 per month and such fee is subject to further adjustment The technology fee is for your use of certain proprietary software (this may include monthly dues for ~~RepairQ~~specific royalty reporting software)

(e) 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

(f) 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

(g) 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) 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, and 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 (or a similar software which is subject ot change at our discretion), 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) If you are a dual branded Cell Phone Repair and Computer Troubleshooters franchisee, Autotask is not provided

**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 dual branded Cell Phone Repair and Computer Troubleshooters 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 (if applicable)– 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 This is not offered to CPR Dual Branded Franchisees

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, statutes, 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 If Franchisee is a dual branded Cell Phone Repair and Computer Troubleshooters Franchisee, termination of the Cell Phone Repair Franchise Agreement may result in automatic termination of this Agreement 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

(h) 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
STATE OF FORMATION

By ______________________________
NAME

An employee of ENTITY

Appendix "A"
Provided to the Franchisee by the Franchisor

Access to

(a) Autotask* <u>(not available to Cell Phone Repair franchisees)</u>

(b) LogMeIn Rescue*

(c) New Owner Training Materials

(d) 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) Promotional Items

(b) 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 ENTITY ("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 ______

A list of current franchisees and their contact information was provided to me in the FDD by the Franchisor and I acknowledge that I had the opportunity to contact any of the franchisees included in such list Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) have made any statements leading me to believe that I may not contact current franchisees, nor have they made any statements leading me to believe I may only contact certain franchisees except as follows

____
____
____

Franchisee's Initials ______

I understand that the Franchise Agreement includes a personal guaranty which requires me to personally guaranty all of the Franchisee's obligations included in the Franchise Agreement, except as follows

____
____

Franchisee's Initials ______

The Franchisor advised me to consult with a legal and/or financial advisor prior to entering into the Franchise Agreement Neither Franchisor nor any of its officers, employees or agents (including any area representative or franchise broker) shall be responsible for any advice or statements made by such advisors nor shall they be responsible for my failure to consult with a legal and/or financial advisor, 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
ENTITY
STATE OF FORMATION

____
NAME

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

Maryland

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

Michigan

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

North Dakota

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

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

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**

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

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4823

Virginia

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

Washington

Bill Beatty, Administrator
Department of Financial Institutions
Securities Division
150 Israel Rd SW
Tumwater, WA 98501
(360) 902-8760

Florida

(Sale of Business Opportunities Act)

Bob James
Senior Consumer Complaint Analyst
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

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

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

Texas

(Business Opportunity Act)

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

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, 16th 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

MARYLAND
Securities Commissioner
200 St Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Department of the Attorney General's Office
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
1200 N Street
P O Box 95006
Lincoln, Nebraska 68509-5006

NORTH DAKOTA
North Dakota Securities Department
600 East Boulevard Avenue 5th Floor
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
150 Israel Rd SW
Tumwater, WA 98501

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

SOUTH DAKOTA
Division of Insurance-Securities Regulation
124 S EUCLID, Suite 104
PIERRE SD 57501

EXHIBIT 3

TABLE OF CONTENTS FOR THE FOLLOWING MANUALS·

Table of Contents
Electronic Computer Troubleshooters Operations Manual (Shared Private Site)

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

LIST OF FRANCHISEES AS OF JUNE 30, 2018

Jeff Olson
5004 Liberty Park Circle
Owens Cross Roads, AL 35763
jolson@comptroub com
(256) 652-6643

Bryan Windham
114 E Grove Street
El Dorado, AR 71730
bwindham@comptroub com
(870) 875-1500

Tomás Payet
13236 N 7th Street, Suite 4253
Phoenix, AZ 85022
tomasp@comptroub com
(480) 423-2983

Dirk DeTrou
2825 N Central Ave
PHoenix, AZ 85004
ddetrou@cpr-southmountain com

Chris Long
38514 North 12th Ave
Phoenix, AZ 85086
clong@comptroub com
(623) 703-0211

Cedric Dossou
9897 W McDowell Rd #H740
Tolleson, AZ 85353
cedricdoss@gmail com

MacLeod John
65-801 Avenida Barona
Desert Hot Springs, CA 92240

Frank Dean
3419 Via Lido Suite 290
Newport Beach, CA 92663
949-355-8543

Bruce Heffner
1850 Douglas Blvd #402
Roseville, CA 95661
bruce heffner@cpr-roseville com

Jereme Scott
4991 Factory Shops Blvd, Suite D
Castle Rock, CO 80108
k bubrig@cpr-stores com

Jereme Scott
3440 N Academy Blvd
Colorado Springs, CO 80917
k bubrig@cpr-stores com

Carl Johnson
10493 W Patterson Pl
Littleton, CO 80127
cjohnson@comptroub com
(720) 328-2338

Rick Van Akin
11 Shepherds Way
New Fairfield, CT 06812
rvanakin@comptroub com
(203) 746-1527

Victor Marcelo
2808 Videre Drive
Wilmington, DE 19808
302-494-0051

Keith Wilson
2607 S Woodland Blvd
DeLand, FL 32720
keith@aacomputers com

Ruben/Carla Aldridge
3267 Hodges Blvd Suite 5
Jacksonville, FL 32224
ruben@cpr-jacksonville com

Gene Bliss
10500 Ulmerton Rd #206
Largo, FL 33771
gbliss@cpr-gulfcoast com

Franck Manyong
354 SE 1st Street
Miami, FL 33131
fmanyong@gmail com

Patrick Montas
15574 SW 25th Street
Miramar, FL 33027
pmontas@comptroub com
(954) 430-2777

Peter Dvorak
12684 E Tamiami Trail
Naples, FL 34113
pdvorak@pinnam com

Peter Dvorak
7155 Radio Road
Naples, FL 34104
pdvorak@pinnam.com

Peter Dvorak
8957 Tamiami Trail
North Naples, FL 34108
pdvorak@pinnam.com

Michael Neal
4613 Lake Trudy Drive
Saint Cloud, FL 34769
407-709-4475

John Koch
2831 University Parkway
Sarasota, FL 34243
jkoch@cpr-sarasota.com

Rick/Ken Bouse/Foster
1492 Apalachee Parkway Unit 11
Tallahassee, FL 32301
ken@cpr-tallahassee.com

Gene Bliss
40948 US 19 N
Tarpon Springs, FL 34689
gbliss@cpr-gulfcoast.com

Charles Edgerton
477 Connemara Crossing, Ste 100
Lawrenceville, GA 30044
ga@comptroub.com
(770) 279-2677

Dennis Devendorf
895 Common Oak Place
Lawrenceville, GA 30045
dennis@comptroub.com
(770) 736-7550

Jason Radtke
4155 Waterford Drive
Suwanee, GA 30024
404-226-3969

Jason Radtke
4155 Waterford Drive
Suwanee, GA 30024
404-226-3969

Jamie Smid
3602 Kimball Ave
Waterloo, IA 50702
jsmid@comptroub com
(319) 240-8581

Bob Van Pelt
329 E Rand Rd
Arlington Heights, IL 60004
bvanpelt@cpr-arlingtonhts com

Larry Leonard
765 E Boughton Rd
Bolingbrook, IL 60440
larry@swchicago com

Edgar Navarro
4007 N Damen Ave
Chicago, IL 60618
edgar@cellphonerepair com

Edgar Navarro
7211 W Irving Rd Suite A
Chicago, IL 60634
edgar@cellphonerepair com

Fernando Ferreira
5250 Grand Avenue, Unit 15
Gurnee, IL 60031
fernando@cpr-vernonhills com

Jeff Gasner
12080 Princeton Drive
Huntley, IL 60142
jeff@cellphonerepair com

Larry Leonard
15864 S La Grange Rd
Orland Park, IL 60462
larry@swchicago com

Larry Leonard
707 W Jefferson St
Shorewood, IL 60404
larry@swchicago com

Edgar Navarro
4516 Oakton St
Skokie, IL 60076
edgar@cellphonerepair com

Sabu Thomas
472 Briargate Dr
South Elgin, IL 60177
sthomas@comptroub com

Bill Hettinger
328 Chrisman Drive
Streamwood, IL 60107
bhettinger@comptroub com
(630) 504-0149

Fernando Ferreira
278 Hawthorn Village Commons
Vernon Hills, IL 60061
847-463-7407

Feras Mash
316 S Range Line Road, Suite D
Carmel, IN 46032
fmash@comptroub com
(317) 867-0900

Alex Nivison
529 E Showalter
Rose Hill, KS 67133
anivison@comptroub com
(316) 554-1241

Eden Morrison
6810 West Kellog Drive #100
Wichita, KS 67209
emorrison@cpr-wichita com

Mark/Shannon Olivier
67077 Locke St
Mandeville, LA 70471
mark@comptroub com
(985) 624-2302

Frank Maggio
2021 Lakeshore Drive Suite 304C
New Orleans, LA 70122
fmaggio@comptroub com
(877) 623-6966

Mike Levine
352 Broadway
Saugus, MA 1906
mike@cpr-boston com

Mike Levine
11 Cornerstone Square
Westford, MA 1886
mike@cpr-boston com

James/Andrew Swank
9832 York Rd
Cockeysville, MD 21030
andrewswanky@gmail com

Carlos Soto
10600 Brixworth Court
Damascus, MD 20872
240-529-6960

Carlos Soto
10600 Brixworth Court
Damascus, MD 20872
240-529-6960

Carlos Soto
10600 Brixworth Court
Damascus, MD 20872
240-529-6960

Carlos Soto
10600 Brixworth Court
Damascus, MD 20872
240-529-6960

Jon Koopman
1568 32nd Ave
Hudsonville, MI 49426
jkoopman@comptroub com
(616) 669-1984

Brian Slipka
2105 W 80 1/2 Street Suite B
Bloomington, MN 55431
gjohnson2020@gmail com

Brian Slipka
12689 Riverdale Blvd NW Unit 204
Coon Rapids, MN 55448
brian@slipka com

Brian Slipka
11611 Leona Road, Suite B
Eden Prairie, MN 55344
gjohnson2020@gmail com

Brian Slipka
11626 Fountain Drive
Maple Grove, MN 55369
brian@slipka com

Hans/Valerie Wanzenried
806 Washington Ave, SE Minneapolis, MN 55414
Minneapolis, MN 55414
14wanz@gmail com

Hans/Valerie Wanzenried
16605 County Rd 204, Suite 209
Plymouth, MN 55447
mdeath98@gmail com
6123253049

Chris Phillips
2500 SW Bretnwood Blvd
Brentwood, MO 63144
chris phillips314@gmail com

Chris Phillips
703 Long Road Crossing Drive
Chesterfield, MO 63005
chris phillips314@gmail com

Chris Phillips
2609 E Broadway Suite 103
Columbia, MO 65201
chris phillips314@gmail com

Chris Phillips
720 N Highway 67
Florissant, MO 63031
chris phillips314@gmail com

Chris Phillips
12525 Olive Blvd
St Louis, MO 63141
chris phillips314@gmail com

Chris Phillips
1828 Wentzville Pkwy
Wentzville, MO 63385
chris phillips314@gmail com

Jennifer Pannell
3851 N Gloster
Tupelo, MS 38804
brad@cpr-tupelo com

Chris Phillips
1840 Hendersonville Rd
Asheville, NC 28803
chris phillips314@gmail com

Charles Douglas
702 Blowing Rock Rd Suite 2
Boone, NC 28607
cdouglas@cpr-onenc com

Michael Haq
12806 S Tyron St Suite 280
Charlotte, NC 28273
michael haq@cpr-knoxville com

Joe Forth
4425 Park Rd Suite 130
Charlotte, NC 28117
joe forth@cpr-onenc com

Brent Belch
8020 Providence Rd Suite 400
Charlotte, NC 28277
brent belch@cpr-onenc com

Emily Wilson
315-B S Westgate Drive
Greensboro, NC 27407
support@ctgreensboro com
(336) 510-7919

Brent Belch
2276 Highway 70 SE
Hickory, NC 28602
brent belch@cpr-onenc com

Brent Belch
16933 Kautinger Street, Suite 170
Huntersville, NC 28078
brent belch@cpr-onenc com

Rob Fischer
4200 Western Blvd, Suite 135
Jacksonville, NC 28546
rob@cpr-wilmington com

Jack Davis
1720 Windsor Square Drive
Matthews, NC 28105
jdavis@cpr-charlotte com

Joe Forth
109 Williamson Rd, Suite D
Mooresivlle, NC 28117
joe forth@cpr-onenc com

Jeff Schiff
3004 Wake Forest Rd, Suite 102
Raleigh, NC 27609
jeff@cpr-raleighmidtown com

Brent/Randy Belch/Elliott
7851 Alexander Promenade Place, Suite 115
Raleigh, NC 27617
brent belch@cpr-onenc com

Rob Fischer
4401 Oleander Drive
Wilmington, NC 28403
rob@cpr-wilmington com

Charles Douglas
268 S Stratford Rd
Winston Salem, NC 27103
cdouglas@cpr-onenc com

Brad Schwoerer
P O Box 1021**
Merrimack, NH 03054
brads@comptroub com
(603) 424-4111

Chris Rossi
4150 Route 9 South
Howell, NJ 7731
bob@cpr-howell com

Chris Rossi
103 3rd Avenue Unit B
Neptune City, NJ 7753
bob@cpr-howell com

Rami Presburger
189 Berdan Ave , #220
Wayne, NJ 07470
rpresburger@comptroub com
(973) 628-0041

Willi Charles
5241 Ouray Rd NW Suite B-1
Albuquerque, NM 87401
tcharles@cpr-newmexico com

William/Levi Charles/Countryman
8100 Wyoming Blvd
Albuquerque, NM 87113
celldoctorsfarmington@yahoo com

William/Levi Charles/Countryman
3510 E Main St
Farmington, NM 87410
celldoctorsfarmington@yahoo com

Nick Ellis
7795 West Sahara Ave , Suite #103
Las Vegas, NV 89117
nellis@comptroub com
702-251-FIXIT (3494)

Nik (Nigam) Vyas
45 merrick Rd
Amityville, NY 11701
nigamvy@gmail com

Terry Celestin
34-12 Steinway Street
Astoria, NY 11101
tcelestin@comptroub com
718-344-5135

Jim Greenfield
149 Madison Ave Suite 902
New York, NY 10016
nyc@comptroub com
(212) 686-1234

Jason Kaufman
42 Oak Ave, Suite 4A
Tuckahoe, NY 10707
jkaufman@comptroub com
(914) 202-9793

Alex Falkov
275 Hillside Ave , Suite 200
Williston Park, NY 11596
afalkov@comptroub com
(516) 626-4200

Corporate
3869A Medina Rd
Akron, OH 44333
compliance@merrymtg com

Jim Kreinbrink
175 E Alex-Bell, Rd Suite 240
Centerville, OH 45459
jim@cpr-centerville com

Gabriel Constantin
1650 Worthington St Apt E
Columbus, OH 43201

Bill Cochrane
20 High Street Suite 218
Hamilton, OH 45011
bcochrane@comptroub com
(513) 737-8500

Ellen Betting
4720 Great Northern Blvd
North Olmsted, OH 44070
ebetting1106@gmail com

Corporate
17270 Royalton Rd
Strongsville, OH 44136
compliance@merrymtg com

Laith Mousa
3006 Glendale Ave
Toledo, OH 43614
ifixitcellular2014@gmail com
419-921-2263

Laith Mousa
5236 Monroe St Unit B
Toledo, OH 43623
ifixitcellular2014@gmail com
419-921-2263

Ricky Wong
1664 Jennifer Drive
Twinsburg, OH 44087
rwong@comptroub com
(440) 389-4088

Scott Norris
3300 Rock Creek Rd
Edmond, OK 73013
snorris@comptroub com
405-471-6464

Matt Barton
1120 N Duck St , Ste H
Stillwater, OK 74075
mbarton@comptroub com
405-372-7025

Dave Rubin
P O Box 372**
Bensalem, PA 19020
drubin@comptroub com
(215) 638-8556

John Goodman
509 South 6th Street
Philadelphia, PA 19147
jgoodman@comptroub com
(215) 825-2101

James Carmody
101 Equestrian Lane
Schwenksville, PA 19473
jcarmody@comptroub com

Jeff Joll
3473 Pinewood Dr
W Homestead, PA 15120
jjoll@comptroub com
(412) 462-3400

Steven Doyle
506 Gervais Street
Columbia, SC 29201
sdoyle@cpr-lexington com

Stephen Baxley
5809 Calhoun Memorial Hwy, Suite C
Ealey, SC 29640
sbaxley@cpr-sc com

Stephen Baxley
1618 Woodruff Rd
Greenville, SC 29607
sbaxley@cpr-sc com

Donald & Stacy Reinsel
144 Hershey Circle
Stewartstown, PA 17363
pa@comptroub com
(717) 993-8328

Maren Reaves
725 Britton Street
Anderson, SC 29621
mreaves@comptroub com
(864) 225-1888

Janet Culver
735 Saturn Pkwy
Columbia, SC 29212
janet_culver@att net

Stephen/Mike Baxley/Pollard
1 Augusta Street
Greenville, SC 29601
sbaxley@cpr-sc com

Steven Doyle
5551 Sunset Blvd
Lexington, SC 29072
sdoyle@cpr-lexington com

Nikki Truman
1500 Hwy 17 N Suite 8
Mount Pleasant, SC 29464
nikki d truman@gmail com

Stephen Baxley
162 Bilo Place
Seneca, SC 29678
sbaxley@cpr-sc com

Janet Culver
1450 W O Ezell Blvd, Suite 1100
Spartanburg, SC 29301
janet_culver@att net

Ryan Cook
1906 Gunbarrel Rd
Chattanooga, TN 37421
rcook1984@yahoo com

Chris Phillips
421 N State of Franklin Rd Suite 100
Johnson City, TN 37604
chris phillips314@gmail com

Michael Haq
11615 Parkside Drive
Knoxville, TN 37934
michael haq@cpr-knoxville com

DeWayne Holloway
1916 Cumberland Ave
Knoxville, TN 37916
dewayne@cpr-utk com

DeWayne Holloway
2430 Teaster Lane
Pigeon Forge, TN 37863
dewayne@cpr-utk com

Danny Bryce
6034 Abilene Tr
Austin, TX 78749
dbryce@comptroub com
(512) 394-9115

Cynthia Orazco
2806 Fitzhugh Ave North
Dallas, TX 75204
mark@cpr-dallasuptown com

Amin Lakhani
5921 Greenville Ave
Dallas, TX 75206
aminlakhani01@gmail com

Amin/Mark/Zahid Lakhani/Bourg/Naqvi
6101 Long Prairie Rd Suite 704
Flower Mound, TX 75028
aminlakhani01@gmail com

Mark Bourg
2325 Stemmons Fwy #306
Lewisville, TX 75067
mark@cpr-vistaridge com

Zahid Naqvi
2700 E El Dorado Pkwy, Suite 408
Little Elm, TX 75068
zahid@cpr-littleelm com

Matt Barton
5152 69th St
Lubbock, TX 79424
mbarton@comptroub com
806-701-4020

Sumit Shah
2851 Craig Drive 202D
McKinney, TX 75070
sumit shah@outlook com

Greg Schuck
900 E Pecan St #300 PMB241
Pflugerville, TX 78660
gschuck@comptroub com
(512) 989-2221

Amin Lakhani
1941 Preston Rd Suite 1000A
Plano, TX 75093
aminlakhani01@gmail com

Amin Lakhani
8604 Preston Rd Suite 4C
Plano, TX 75024
aminlakhani01@gmail com

Paul Phelps
2300 Lock Landing
Chesapeake, VA
757-635-5883

Paul Phelps
2300 Lock Landing
Norfolk, VA
757-635-5883

Paul Phelps
2300 Lock Landing
Suffolk, VA
757-635-5883

Paul Phelps
2300 Lock Landing
Virginia Beach, VA
757-635-5883

Gary Thibodeaux
3940 Plank Rd
Fredericksburg, VA 22407
gary@cowboyupenterprises com

Kevin Gilson
12535 Dillingham Square, Space 3
Lakeridge, VA 22192
kevin@cpr-stafford com

Baron Harrison
504 North Avenue
Newport News, VA 23601
757-508-7339

Baron Harrison
504 North Avenue
Williamsburg, VA 23601
757-508-7339

Kevin Gilson
263 Garrisonville Rd Suite 106
Stafford, VA 22554
kevin@cpr-stafford com

Moe Talash
21335 Signal Hill Plaza Suite 250
Sterling, VA 20164 and 20170
talash@comptroub com
(703) 820-6972

Clint Henderson
344 Maple Ave #304
Vienna, VA 22180
chenderson@comptroub com
(703) 281-1017

Ryle Irwin

Fairfax, VA

344 Maple Avenue West, Suite 170

Vienna, VA 22180

Ryle Irwin

Chantilly, VA

344 Maple Avenue West, Suite 170

Vienna, VA 22180

Ryle Irwin

Alexandria, VA

344 Maple Avenue West, Suite 170

Vienna, VA 22180

Ryle Irwin

Springfield, VA

344 Maple Avenue West, Suite 170

Vienna, VA 22180

Lem Putnam
P O Box 2555**
Redmond, WA 98073
lputnam@comptroub com
(425) 869-7829

Jeff Edelstein
19400 Chaparral Drive
Brookfield, WI 53045
jedelstein@comptroub com
(262) 754-0555

Kim Weinberger
1211 Rickmeyer Drive, Suite 4A
Fond du Lac, WI 54937
kimw@comptroub com
(920) 322-8566

Brian Slipka
2270 Badger Drive
Hudsonville, WI 54106
brian@slipka com

EXHIBIT 5

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

Location Name	State	Owner Name	Email
NW Phoenix	AZ	Bruce LeGendre	blegend@ctnwphoenix com
Aurora	CO	Jeremy Scott/Karl Bubrig	k bubrig@cpr-stores com
Colorado Springs- Cheyenne Mountain	CO	Jeremy Scott/Karl Bubrig	k bubrig@cpr-stores com
Colorado Springs- First & Main	CO	Jeremy Scott/Karl Bubrig	k bubrig@cpr-stores com
Boynton Beach	FL	Gary Wilkins	gwilkins@comptroub com
St Petersburg	FL	David Geldbart	dgeldbart@comptroub com
Leominster	MA	John (Tony) Fields	tfields@comptroub com
Forest Lake	MN	Joseph Haller	jhaller3@gmail com
Raleigh/Durham #1	NC	Elmer Hill	elmer hill@geeksoncall com
Raleigh/Durham #2	NC	Elmer Hill	elmer hill@geeksoncall com
North Brunswick	NJ	Jack Jackson	jack jackson@geeksoncall com
Brooklyn	NY	Guy Dunn	guy dunn@geeksoncall com
New York Metro	NY	Jim Greenfield	jim@ctsny net
Canton	OH	Phillip/Mary Ellen Lathrop	maryellen@theitdept net
Cincinnati	OH	Denise Farag	dfarag@comptroub com
Columbus	OH	Aaron & Drew Dwyer	aaron@dwyerbros com
Hilliard	OH	Aaron & Drew Dwyer	aaron@dwyerbros com
Beaverton	OR	John Litvin	jlitvin@comptroub com
Ambler	PA	Guy Dunn	guy dunn@geeksoncall com
Myrtle Beach #1	SC	Eric Stearns	estearns@comptroub com
Myrtle Beach #2	SC	Eric Stearns	estearns@comptroub com
North Dallas	TX	Amin Lakhani	aminlakhani01@gmail com

EXHIBIT 6

FINANCIAL STATEMENTS

MERRYMEETING, INC. AND SUBSIDIARIES

Consolidated Financial Statements
For the years ended June 30, 2018, 2017 and 2016

MERRYMEETING, INC.
AND SUBSIDIARIES

Index To Consolidated Financial Statements

Independent Auditor's Report

To the Board of Directors
of Merrymeeting, Inc and subsidiaries

We have audited the accompanying consolidated financial statements of Merrymeeting, Inc and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of June 30, 2018 and 2017, and the related consolidated statements of income and comprehensive income, equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits We conducted our audits in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control Accordingly, we express no such opinion An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion

To the Board of Directors
of Merrymeeting, Inc and subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Merrymeeting, Inc and subsidiaries as of June 30, 2018 and 2017, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America

Prior Period Consolidated Financial Statements

The consolidated financial statements of Merrymeeting, Inc and subsidiaries for the year ended June 30, 2016, were audited by other auditors whose report dated November 8, 2016, expressed an unmodified opinion on those consolidated statements

Ciuni + Panichi, Inc

Cleveland, Ohio
October 5, 2018

MERRYMEETING, INC. AND SUBSIDIARIES
Consolidated Balance Sheets
As of June 30, 2018 and 2017

ASSETS	2018	2017
Current assets		
Cash and cash equivalents	$ 2,872,876	$ 2,865,562
Current portion of advances to licensees and franchisees	62,413	152,535
Receivables, net	2,496,083	1,676,933
Income tax receivable	225,121	89,229
Current portion of promissory notes	105,690	134,033
Related parties receivable	-	184,311
Inventory	134,309	171,072
Other	479,070	533,845
Deferred taxes	166,968	298,373
Total current assets	6,542,530	6,105,893
Property and equipment, net	6,660,760	6,896,510
Other assets		
Advances to licensees and franchisees, net current portion	96,000	74,000
Initial franchise fee receivables, net of current portion	1,175	32,067
Promissory notes, net of current portion	65,606	169,035
Related parties receivable, net of current portion	2,684,558	265,115
Deferred taxes	373,227	491,177
Intangible assets, net of accumulated amortization of $9,705,973 and $8,895,551 as of June 30, 2018 and 2017, respectively	3,119,377	3,920,119
Investments	500,525	106,998
Other	196,199	214,207
Total other assets	7,036,667	5,272,718
Total assets	$ 20,239,957	$ 18,275,121

The accompanying notes are an integral part of these consolidated financial statements

MERRYMEETING, INC. AND SUBSIDIARIES
Consolidated Balance Sheets
As of June 30, 2018 and 2017, Continued

LIABILITIES AND EQUITY

	2018	2017
Current liabilities		
Accounts payable and accrued expenses	$ 797,632	$ 665,827
Accrued interest	4,397	-
Franchisee national advertising fund	100,440	74,512
Regional directors' advertising fund	-	4,599
Salaries payable and related benefits	412,065	175,923
Licensees' and franchisees' remittances payable	198,441	247,566
Institutional debt	1,200,000	-
Deferred revenue	1,216,994	757,114
Other	180,534	180,158
Total current liabilities	4,110,503	2,105,699
Long-term liabilities	-	-
Total liabilities	4,110,503	2,105,699
Equity		
Common stock $1 par, 3,000 shares authorized, 2,000 shares issued and outstanding	2,000	2,000
Additional paid in capital	1,125,836	1,125,836
Retained earnings	15,469,162	15,072,588
Accumulated other comprehensive income	23,491	14,230
Total Company's stockholders' equity	16,620,489	16,214,654
Non-controlling interest	(491,035)	(45,232)
Total equity	16,129,454	16,169,422
Total liabilities and equity	$ 20,239,957	$ 18,275,121

The accompanying notes are an integral part of these consolidated financial statements

MERRYMEETING, INC. AND SUBSIDIARIES
Consolidated Statements of Income and Comprehensive Income
For the years ended June 30, 2018, 2017 and 2016

	2018	2017	2016
REVENUE			
Continuing licensee and franchisee fees	$ 10,771,103	$ 10,628,577	$ 10,435,106
Sale of franchises	1,076,018	873,484	1,598,446
Corporate store sales	1,318,446	1,149,807	717,569
Cell phone parts and new store kits	22,280	17,753	57,010
Area developer fees	117,624	578,555	141,781
Training fees	140,806	112,500	222,925
Technology services	1,257,394	859,838	620,905
Ad fees	81,160	89,180	98,480
Call center	6,230	45,797	149,358
Software support	1,320,844	1,221,002	1,199,346
Rental	885,674	912,680	961,156
Management fees	655,517	393,000	251,300
Other	443,032	153,922	109,827
	18,096,128	17,036,095	16,563,209
COST AND EXPENSES			
Office	1,492,788	1,747,147	1,511,494
Call center	2,018	20,701	100,945
Cost of sales	1,995,409	1,968,343	2,032,594
Building maintenance and utilities	226,992	218,246	197,981
Area developer fees	1,650,107	1,148,735	1,047,733
Advertising and promotion	858,814	802,917	795,533
Depreciation and amortization	1,382,973	1,292,419	1,483,253
Bad debt expense	14,126	46,814	74,497
Compensation and employee benefits	6,915,879	5,984,661	6,010,198
General and other	2,124,807	2,296,906	1,977,023
	16,663,913	15,526,889	15,231,251
INCOME FROM OPERATIONS	1,432,215	1,509,206	1,331,958

The accompanying notes are an integral part of these consolidated financial statements

MERRYMEETING, INC. AND SUBSIDIARIES
Consolidated Statements of Income and Comprehensive Income
For the years ended June 30, 2018, 2017 and 2016, Continued

	2018	2017	2016
INCOME FROM OPERATIONS, CONTINUED	$ 1,432,215	$ 1,509,206	$ 1,331,958
OTHER INCOME (EXPENSE)			
Interest income	114,207	921	2,030
Interest expense	(50,939)	(34,891)	(44,506)
Other, net	(47,124)	(1,065)	180,657
Total other income (expense), net	16,144	(35,035)	138,181
INCOME BEFORE INCOME TAXES	1,448,359	1,474,171	1,470,139
Provision for income taxes	956,330	455,267	563,767
NET INCOME	492,029	1,018,904	906,372
Net (income) attributable to non-controlling interests	(95,455)	(460,920)	(507,345)
NET INCOME ATTRIBUTABLE TO THE COMPANY	396,574	557,984	399,027
Other comprehensive income / (loss)	9,261	875	(14,613)
TOTAL COMPREHENSIVE INCOME	$ 405,835	$ 558,859	$ 384,414

The accompanying notes are an integral part of these consolidated financial statements

MERRYMEETING, INC. AND SUBSIDIARIES
Consolidated Statements of Equity
For the years ended June 30, 2018, 2017 and 2016

	Common Stock Issued Shares		Amount		Additional Paid in Capital		Retained Earnings		Accumulated Comprehensive Income		Non-controlling Interest		Total Equity
Balance, June 30, 2015	2,000	$	2,000	$	998,000	$	14,102 599	$	27,968	$	723,145	$	15,853,712
Net income							399,027				507,345		906,372
Foreign currency translation									(14,613)				(14,613)
Non-controlling interest					127,836						(1,035,349)		(907,513)
Distributions							(1,613)						(1,613)
Balance, June 30, 2016	2,000	$	2,000	$	1,125,836	$	14,500,013	$	13,355	$	195,141	$	15,836,345
Net income							557,984				460,920		1,018,904
Foreign currency translation									875				875
Non-controlling interest							14,591				(701,293)		(686,702)
Distributions													-
Balance, June 30, 2017	2,000	$	2,000	$	1,125,836	$	15,072,588	$	14,230	$	(45,232)	$	16,169,422
Net income							396,574				95,455		492,029
Foreign currency translation									9,261				9,261
Non-controlling interest											(541,258)		(541,258)
Distributions													-
Balance, June 30, 2018	2,000	$	2,000	$	1,125,836	$	15,469,162	$	23,491	$	(491,035)	$	16,129,454

The accompanying notes are an integral part of these consolidated financial statements

MERRYMEETING, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
For the years ended June 30, 2018, 2017 and 2016

	2018	2017	2016
Cash flows from operating activities			
Net income	$ 492,029	$ 1,018,904	$ 906,372
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	1,382,973	1,292,419	1,483,253
Bad debt expense	14,126	46,814	74,497
Deferred taxes	249,355	(39,872)	188,773
Impairment of intangibles	-	-	225,184
Net change in assets and liabilities			
Receivables	(672,607)	(591,321)	(102,855)
Inventory	36,763	(76,027)	(29,995)
Prepaid expenses	54,775	(211,803)	(2,909)
Other assets	(110,189)	2,896,851	(517,032)
Salaries payable and related benefits	236,142	59,621	33,844
Accounts payable and other liabilities	617,787	183,527	(24,141)
Licensees' and franchisees' remittances payable	(49,125)	113,117	134,449
Net cash provided by operating activities	2,252,029	4,692,230	2,369,440
Cash flows from investing activities			
Proceeds from sale of fixed assets	-	-	60,000
Capital expenditures	(217,895)	(288,647)	(547,934)
Payments on licenses and fees	(137,782)	(71,006)	(74,935)
Advances to licensees and franchisees	(1,224,763)	(1,179,387)	(956,527)
Collections of advances to licensees and franchisees	1,294,880	1,127,322	975,154
Investments purchased	(393,284)	(98,998)	-
Loan to related party	(2,235,132)	(11,551)	(3,026,665)
Net cash used in investing activities	(2,913,976)	(522,267)	(3,570,907)
Cash flows from financing activities			
Proceeds from debt	2,550,000	-	3,250,000
Payments on debt	(1,350,000)	(3,250,000)	(2,050,000)
Purchase of non-controlling interest	-	-	(787,341)
Distributions to minority interests	(540,000)	(546,815)	(120,172)
Net cash provided by (used in) financing activities	660,000	(3,796,815)	292,487
Effect of exchange rate changes on cash	9,261	875	(14,613)
Net (decrease) increase in cash and cash equivalents	7,314	374,023	(923,593)
Cash and cash equivalents, beginning of year	2,865,562	2,491,539	3,415,132
Cash and cash equivalents, end of year	$ 2,872,876	$ 2,865,562	$ 2,491,539

The accompanying notes are an integral part of these consolidated financial statements

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of consolidation
These financial statements include the accounts of Merrymeeting, Inc ("the Company"), its subsidiaries and certain variable interest entities Intercompany accounts and transactions have been eliminated

Business
The Company primarily invests in and develops franchising and licensing businesses One of the Company's operating subsidiaries, Frontier Adjusters, Inc ("Frontier"), licenses and franchises independent insurance adjusting services throughout the United States and Canada Inspect-it 1st, LLC ("IIF") licenses and franchises independent contractors who perform residential and commercial property inspections MTOclean, Inc ("MTO") licenses and franchises residential and commercial cleaning franchise systems MMI Business Brokers, LLC ("MMIBB") licenses and franchises independent contractors that perform business brokerage services within specified territories in the United States and internationally under the Sunbelt® service mark On October 15, 2016, the Company sold its interest in MMIBB to SB Administrative Services, Inc ("SBA"), an affiliate of the Company Computer Troubleshooters USA, Inc ("CT USA") licenses computer repair and service businesses to use the CT USA marks and business systems MMI Peer Advisory Services, LLC ("MMI PAS") licenses and franchises independent contractors to perform peer advisory group businesses within specified territories in the United States under the Inner Circle® service mark MMI-PEC, LLC ("MMI PEC") licenses and franchises independent contractors to perform residential energy management services within specified territories in the United States under the Pro Energy Consultants® service mark MMI-GOC, LLC ("MMI GOC") licenses and franchises independent contractors to perform computer repair services under registered marks and business systems JDP Technologies, LLC ("JDP Tech") develops, sells and supports staff scheduling software for accounting firms

On December 31, 2017, the Company acquired the minority interest in MMI GOC and began to wind down operations During the fiscal year ended June 30, 2018, the Company provided the franchisees of MTO, IIF, MMI PAS and MMI PEC the option to terminate their franchise agreements, all franchisees opted to terminate their franchise agreements with most paying a termination fee, with no prohibition as to the ongoing use of the associated trademarks

MMI-CPR, LLC ("MMICPR") licenses and franchises with independent contractors to operate cell phone repair businesses within specified geographic areas in the United States and internationally, under the CPR® and Gadget Tech® service marks, and provide authorized repair services for smart phones, cell phones, laptops, game systems and other electronic devices, as well as sell authorized devices and accessories

The Company owns 77 62% of MMICPR The remaining 22 38% is still held by a third party

The Company holds a 33 4% interest in MMI-CPR Houston ("CPR Houston"), LLC CPR Houston acquired the rights to develop certain areas within Texas related to the use of CPR assets that are owned by MMICPR

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

On September 1, 2016, the Company sold its membership interest in Computer Troubleshooters Global, LLC ("CT Global"), a wholly owned subsidiary of the Company and the sole parent of CT USA, to MMICPR

On October 3, 2017, MMI-DD, LLC ("MMIDD") was formed, a wholly owned subsidiary of MMICPR During the fiscal year ended June 30, 2018, the Company entered into an agreement with a competitor, a franchising cell phone repair chain, whereby its franchisees could convert to the Company's brand Certain of the franchisees were unable to convert due to the Company's franchisee's already having contractual rights to a particular territories Those unable to convert continue operations under MMIDD Furthermore, the Company shares a portion of its continuing franchisee revenue generated by the converted and non-converted stores with the prior franchisor

On October 27, 2017, MMI-CPR School Tech Repair, LLC ("MMICPR STR") was formed for the purpose of selling electronic devices and providing support and device repair services to school districts Initially, MMICPR held a 50% interest in MMICPR STR, while the remaining interest was held by a third party On November 30, 2017, MMICPR STR acquired certain assets from the third party On March 19, 2018, MMICPR STR acquired certain assets from and granted a 50% ownership to another third party, thereby decreasing MMICPR's interest in MMICPR STR to 25% As a result, this investment is included within Other assets on the balance sheet at June 30, 2018

On December 13, 2017, K-12 Tech Franchising, LLC ("K12") was formed for the purpose of selling franchises specializing in the sale, support and servicing of electronic devices to school districts K12 is wholly owned by MMICPR

On March 1, 2018, MMI-Distribution Center, LLC ("MMIDC") was formed for the purpose of securing larger bids for the sale of electronic devices to school districts MMIDC is 50% owned by MMICPR while the remaining interest is held by a third party

An affiliate of the Company, Marathon Management Services, LLC ("Marathon") formed MMI-Art, LLC (MMIArt) for the purpose of acquiring the rights to operate an existing art gallery Marathon holds 100% interest in MMIArt During the year ended June 30, 2017, MMIArt closed the physical gallery and during the year ended June 30, 2018, MMIArt completely ceased operations

Cash concentration
The Company maintains amounts on deposit in financial institutions, which at times may have balances in excess of federal deposit insurance limits

Cash equivalents
The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents

Fair value of financial instruments
The Company's financial instruments include cash, accounts receivable, accounts payable and debt obligations The carrying value of the Company's cash, accounts receivable and accounts payable approximates their fair value due to the short-term maturities of these assets and liabilities The carrying value of the Company's long-term debt approximates the estimated fair market value, based

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

on borrowing rates currently available to the Company for loans with similar terms and average maturities, and considering its creditworthiness

Promissory notes
The Company has provided financing to franchisees in support of franchise start-up costs The notes are noninterest-bearing and due upon maturity As of June 30, 2018, and 2017, the current portion of the notes were $105,690 and $134,033, respectively and the long-term portion was $65,606 and $169,035, respectively

Inventory
Inventory is stated at the lower of cost or net realizable value Cost is principally determined using the weighted average costing method

Depreciation and amortization
Property and equipment is stated at cost Depreciation is computed using the straight line method over estimated lives, which range from three to seven years for all property and equipment The buildings are depreciated using the straight-line method over a period of twenty seven and one half years or thirty nine years, depending on when the building was placed in service Leasehold improvements are amortized over the term of the lease or the life of the improvements, whichever is shorter

Impairment of long-lived assets
The Company reviews its long-lived assets and intangibles related to those assets periodically to determine potential impairment by comparing the carrying value of the long-lived assets with the estimated future net undiscounted cash flows expected to result from the use of the assets, including cash flows from disposition Should the sum of the expected future net cash flows be less than the carrying value, the Company would recognize an impairment loss at that date An impairment loss would be measured by comparing the amount by which the carrying value exceeds the fair value (estimated discounted future cash flows) of the long-lived assets

Due to the anticipated closings of MTO, IIF, MMI PAS and MMI PEC, the Company fully amortized the related intangibles during fiscal year ended June 30, 2018, which resulted in amortization expense of $183,780

Revenue recognition
Revenue from the use of the Company's service marks and services provided to its licensees and franchisees is recognized when it becomes due under the terms of the license and franchise agreements Software sales are recognized when the product is delivered and contract terms are met, while support revenue is recognized when earned

Income taxes
Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carry-forwards and deferred tax liabilities are recognized for taxable temporary differences Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases Deferred tax assets are reduced by a valuation allowance when it is more likely than not that some portion or all

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

of the deferred tax assets will not be realized Deferred tax assets and liabilities are adjusted for the effects of changes in the tax laws and rates on the date of enactment

Use of estimates in the preparation of financial statements
The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period Actual results could differ from those estimates

Variable interest entities
Under Accounting Standards Codification 810, the Company has consolidated Marathon, Marathon Technology Services, LLC ("MTS"), MMI-TAM, LLC ("MMI-TAM) and MMIArt in the Company's financial statements for the fiscal years ended June 30, 2018, 2017 and 2016 and SBA for the fiscal years ended June 30, 2018 and 2017

Foreign currency translation
The functional currency of the Company's non U S operations is the applicable local currencies These currencies are translated to U S dollars using applicable exchange rates at the end of each period The gains or losses resulting from such translations are included in accumulated other comprehensive income

Advertising expense
The Company publishes an annual directory of its Frontier franchisees and licensees and distributes it throughout the year to clients and potential customers As the benefits of the directory are realized throughout the year, the Company records a liability and expenses the costs associated with these events evenly throughout the year All other advertising expenditures are expensed when incurred

Recent Accounting Pronouncements
In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards (e g , insurance contracts or lease contracts) This ASU will supersede the revenue recognition requirements in Topic 605, Revenue Recognition, and most industry-specific guidance, and creates a Topic 606 Revenue from Contracts with Customers ASU 2014-09 requires that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services ASU 2014-09 will be effective June 30, 2020 for the Company, and will require retrospective application The Company is currently evaluating the impact of adopting ASU 2014-09 on the Company's results of operations and financial condition

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740)* The amendments in ASU 2015-17 eliminates the current requirement for organizations to present deferred tax liabilities and assets as current and noncurrent in a classified balance sheet Instead, organizations will be required to classify all deferred tax assets and liabilities as noncurrent ASU 2015-17 will be effective for the year ending June 30, 2019 for the Company and will not require retrospective application The adoption of the new accounting rules related to income taxes are not expected to

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

have a material impact on the Company's consolidated results of operations and financial condition, but it will affect how the Company presents this information

In January 2016, the FASB issued ASU 2016-01, *Financial Instruments-Overall Recognition and Measurement of Financial Assets and Financial Liabilities* The amendments in ASU 2016-01, among other things, eliminate the requirement to disclose the fair value of financial instruments measured at amortized cost for entities that are not public business entities, and requires separate presentation of financial assets and financial liabilities by measurement category and form of financial asset ASU 2016-01 will be effective for the year ending June 30, 2020 for the Company Early adoption is permitted The guidance also permits early adoption of the provision that exempts private companies from having to disclose fair value information about financial instruments measured at amortized cost The Company is currently evaluating the impact of adopting ASU 2016-01 on the Company's results of operations and financial condition

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* Among other things, under the amendments in ASU 2016-02, lessees will be required to recognize the lease liability (the lessees' obligation to make lease payments arising from a lease measured on a discounted basis) and the right-of-use asset (an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term) at the commencement date ASU 2016-02 will be effective for the year ending June 30, 2021 for the Company Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented Lessees and lessors may not apply a full retrospective transition approach The adoption of the new accounting rules related to leases are not expected to have a material impact on the Company's consolidated results of operations and financial condition, but it will affect how the Company presents this information

2 SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental cash flow information for the years ended June 30

	2018	2017	2016
Cash paid during the year			
Interest	$ 46,542	$ 42,752	$ 41,073
Income taxes	$ 762,785	$ 404,210	$ 845,643

3 RECEIVABLES

Receivables are recorded at the amount due and typically do not bear interest The allowance for doubtful accounts is the Company's best estimate of the amount of probable losses in the existing accounts receivable The allowance is based on historical write-off experience and the financial condition of the debtor The Company reviews the allowance for doubtful accounts monthly and makes adjustments as necessary The Company reviews trade receivables that are 60 days or older in age, and reviews each receivable in excess of a specified amount for collectibility Receivables are written off against the allowance once all collection efforts have been exhausted and they are considered to be uncollectible Management believes it does not have any off-balance-sheet credit

3 RECEIVABLES (CONTINUED)

exposure related to its customers or its franchisees

Receivables consist of the following at June 30

	2018	2017
Accounts receivable trade	$ 732,940	$ 447,885
Receivable from sale of licenses / franchises	33,032	62,967
Licensee and franchisee fee	1,015,972	1,176,360
Errors and omissions insurance premium advanced	107,149	157,687
Receivable from conversions	109,135	-
Other	900,262	352,185
Total receivables	2,898,490	2,197,084
Less allowance for doubtful accounts	(402,407)	(520,151)
	$ 2,496,083	$ 1,676,933

Included in accounts receivable trade at June 30, 2018 is $247,812 due from MMICPR STR for services performed by Marathon In addition, other receivables at June 30, 2018 includes a note and interest due to the Company from MMICPR STR in the amounts of $528,461 and $6,545, respectively The Company entered into a secured loan agreement with MICPR STR, whereby MMICPR STR may draw on a revolving amount of credit for a period of time with an interest-bearing rate equal to the Prime Rate as reported by the Wall Street Journal's Bank Summary, or if the Wall Street Journal no longer publishes a bank survey, then the prime rate set forth from time to time in another national financial publication

4 LONG-TERM RECEIVABLES

Long-term receivables consist of (1) non-interest bearing advances to licensees and franchisees that are repayable either in an amount equal to a percentage of the weekly licensee and franchisee revenue or an agreed upon fixed amount and (2) initial franchise fees collected over a specified period of time Estimated current and long-term maturities are as follows

	2018	2017
Advances to licensees and franchisees	$ 162,737	$ 232,855
Less allowance for doubtful advances	(4,324)	(6,320)
	158,413	226,535
Less current portion of advances	(62,413)	(152,535)
Long-term	$ 96,000	$ 74,000

	2018	2017
Initial franchise fees	$ 34,207	$ 95,034
Less current portion	(33,032)	(62,967)
Long-term	$ 1,175	$ 32,067

5 NOTE RECEIVABLE

Effective March 31, 2016, the Company entered into a secured loan agreement and revolving promissory note with a third party entity (that is owned by a 15% stockholder of the Company) with a maximum principal balance of $2,250,000 The revolving loan bears interest at a rate of 4% To secure the payment of the borrower's loan balance to the Company, the borrower has granted the Company a blanket security interest in all of the borrower's assets The revolving loan matures and is payable in full on March 31, 2019 or any earlier termination date Effective April 18, 2016, the secured loan agreement and revolving promissory note were amended to allow the borrower to borrow from the Company a maximum principal balance up to $3,250,000 As of June 30, 2018 and 2017, the amount owed to the Company under the revolving loan was $1,162,246 and $265,115, respectively

In July of 2017, the Company entered into a loan agreement and revolving promissory note with a third party entity with a maximum principal balance of $1,125,000 The revolving loan matures and is payable in full on March 21, 2019 or any earlier termination date As of June 30, 2018, the amount owed to the Company under the revolving loan was $1,125,000

6 PROPERTY AND EQUIPMENT

Property and equipment at June 30 consisted of

	2018	2017
Land	$ 1,092,198	$ 1,089,998
Buildings and improvements	6,875,008	6,868,350
Computers and software	581,672	474,562
Furniture and fixtures	638,129	625,499
Automobiles	147,153	146,653
	9,334,160	9,205,062
Less accumulated depreciation	(2,673,400)	(2,308,552)
	$ 6,660,760	$ 6,896,510

Total depreciation expense for the fiscal years ended June 2018, 2017 and 2016 was $428,564, $398,991 and $493,097, respectively

7 INTANGIBLES

The Company's intangibles include acquired trademarks, franchise agreements, client contracts, proprietary software, noncompete agreements, future franchise sales other business records and intellectual property

Intangibles at June 30 consisted of

	2018	2017
Agreements and trademarks	$ 11,609,631	$ 11,599,951
Anticipated franchise sales	855,709	855,709
Noncompete provision	210,000	210,000
Area developer rights	100,000	100,000
Source code	50,010	50,010
	12,825,350	12,815,670
Less accumulated amortization	(9,705,973)	(8,895,551)
	$ 3,119,377	$ 3,920,119

Amortization of the intangibles resulting from the Frontier, CT Global, JDP Hold and MMICPR acquisitions and development rights is projected as follows

During the year ended June 30

2019	$ 632,642
2020	632,642
2021	632,642
2022	366,129
2023	205,686
Thereafter	649,636
Total	$ 3,119,377

8 TENANT LEASES

As of June 30, 2018, the commercial office building acquired by MMI-7100, LLC ("MMI7100") was leased to fifteen tenants, including Marathon and MMICPR, under various operating leases, ranging from five years to seven years

The minimum future leases on noncancelable operating leases is projected as follows

During the year ended June 30	MMICPR	Marathon	All Other Tenants	Total
2019	$ 6,000	$ 260,052	$ 827,833	$ 1,093,885
2020	-	-	615,308	615,308
2021	-	-	568,857	568,857
2022	-	-	395,086	395,086
2023	-	-	77,219	77,219
Thereafter	-	-	51,679	51,679
Total	$ 6,000	$ 260,052	$ 2,535,982	$ 2,802,034

The analysis of the Company's investment in the property held for lease at June 30 consisted of

	2018	2017
Building	$ 4,525,699	$ 4,513,627
Tenant improvements	584,837	584,837
	5,110,536	5,098,464
Less accumulated depreciation	(1,063,430)	(874,687)
	$ 4,047,106	$ 4,223,777

9 INSTITUTIONAL DEBT

A summary of the Company's institutional debt consisted of the following at June 30

	2018	2017
Amended bank debt with revolving loan commitments of $4,000,000 until September 30, 2014, $3,500,000 from October 1, 2014 until September 30, 2015, $3,000,000 from October 1, 2015 until December 3, 2015, $4,000,000 from December 4, 2015 until October 30, 2016, $3,500,000 from October 31, 2016 until October 30, 2017 and $3,000,000 from October 31, 2017 until October 31, 2018 Interest accrues at the Libor rate, which has varied from 1 32% to 2 76%, plus a Libor rate margin, which is based on the Company's average quarterly deposits with the bank, and ranges from 1 5% to 2 25%	$ 1,200,000	$ -
Total institutional debt	$ 1,200,000	$ -

10 LICENSING AND FRANCHISING

As of June 30, 2018, the Company has entered into 1,520 license and franchise agreements with 711 entities, operating 839 offices with 1,524 advertised locations, whereby the Company grants exclusive ten and fifteen year licenses or franchises for the right to use the names "Frontier Adjusters", "Sunbelt Business Advisors", "Computer Troubleshooters", "CPR" and other registered logos in a particular advertised location The Company charges an initial franchise fee on the sale of new or existing franchised territories The Company provides sales and marketing services, advertising, collection and remittance services, operating software and provides the licensees and franchisees with supplies As compensation for the above, the Company receives a continuing license fee Continuing license fees are either a flat rate or based on a percentage of the licensees' or franchisees' gross billings Gross billings by the licensees and franchisees that pay the continuing license fee based on a percentage of their gross billings for the year ended June 30, 2018 were approximately $120,758,000

The revenue and cost components along with identifiable assets and number of advertised locations are as follows

	Licensing and Franchising	Parts and Kits	Corporate Owned Stores	Corporate and Other	Consolidated
2018					
Revenue	$ 12,606,016	$ 22,290	$ 1,318,446	$ 4,149,376	$ 18,096,128
Costs and expenses	(10,396,907)	(67,594)	(1,045,866)	(5,153,546)	(16,663,913)
Income (loss) from operations	$ 2,209,109	$ (45,304)	$ 272,580	$ (1,004,170)	$ 1,432,215
Identifiable assets	$ 3,544,075	$ -	$ 384,112	$ 16,311,770	$ 20,239,957

2018	Franchised & Licensed Locations	Company - Owned Locations	Total
Number of advertised locations			
Beginning of year	1,468	16	1,484
Opened	203	6	209
Closed	(162)	(4)	(166)
Ownership changes	(1)	(2)	(3)
End of year	1,508	16	1,524

10 LICENSING AND FRANCHISING (CONTINUED)

2017	Licensing and Franchising	Parts and Kits	Corporate Owned Stores	Corporate and Other	Consolidated
Revenue	$ 12,384,238	$ 17,753	$ 1,149,807	$ 3,484,297	$ 17,036,095
Costs and expenses	(9,843,265)	(55,257)	(1,012,452)	(4,615,915)	(15,526,889)
Income (loss) from operations	$ 2,540,973	$ (37,504)	$ 137,355	$ (1,131,618)	$ 1,509,206
Identifiable assets	$ 3,693,099	$ -	$ 505,991	$ 14,076,031	$ 18,275,121

2017	Franchised & Licensed Locations	Company - Owned Locations	Total
Number of advertised locations			
Beginning of year	1,433	38	1,471
Opened	247	3	250
Closed	(90)	(26)	(116)
Ownership changes	(1)	1	-
Adjustments	(121)	-	(121)
End of year	1,468	16	1,484

"Adjustments" reflect the correction of the ending count from the prior year

2016	Licensing and Franchising	Parts and Kits	Corporate Owned Stores	Corporate and Other	Consolidated
Revenue	$ 13,435,072	$ 57,010	$ 717,569	$ 2,353,558	$ 16,563,209
Costs and expenses	(10,028,186)	(87,777)	(625,984)	(4,489,304)	(15,231,251)
Income (loss) from operations	$ 3,406,886	$ (30,767)	$ 91,585	$ (2,135,746)	$ 1,331,958
Identifiable assets	$ 3,240,345	$ -	$ 26,284	$ 17,525,169	$ 20,791,798

2016	Franchised & Licensed Locations	Company - Owned Locations	Total
Number of advertised locations			
Beginning of year	1,477	33	1,510
Opened	99	2	101
Closed	(138)	-	(138)
Ownership changes	(5)	3	(2)
End of year	1,433	38	1,471

11 INCOME TAXES

Income taxes of the Company are accounted for under the provisions of the "Income Taxes" topic of the FASB Accounting Standards Codification ("ASC"), which require an asset and liability approach to financial accounting and reporting for income taxes The difference between the financial statement and tax basis of assets and liabilities is determined annually Deferred income tax assets and liabilities are computed for those differences that have future tax consequences using the currently enacted tax laws and rates that apply to the periods in which they are expected to affect taxable income Valuation allowances are established, if necessary, to reduce deferred tax assets to the amount that will more likely than not be realized Income tax expense is the current tax payable or refundable for the period plus or minus the net change in deferred tax assets and liabilities

In accordance with the "Income Taxes" topic of the FASB ASC, uncertain income tax positions are evaluated at least annually by management The Company classifies interest and penalties related to income tax matters within general and other expenses in the accompanying consolidated statements of income and comprehensive income As of June 30, 2018, the Company has identified no uncertain income tax positions and has incurred no amounts for income tax penalties and interest for the year then ended

The components of the provision for income taxes are as follows

	2018	2017	2016
Federal	$ 577,456	$ 381,783	$ 241,792
State	106,022	72,633	97,898
International	23,497	40,724	35,304
Deferred			
Effect of Tax Cuts and Job Act	266,344	-	-
Other	(16,989)	(39,873)	188,773
Income taxes	$ 956,330	$ 455,267	$ 563,767

11 INCOME TAXES (CONTINUED)

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate follows

	2018	2017	2016
Statutory rate	28 0%	34 0%	34 0%
Increase (decrease) resulting from			
State income taxes, net	5 3%	5 3%	5 5%
Non-deductible amortization	7 3%	8 5%	7 3%
Non-deductible entertainment	2 3%	2 4%	1 8%
Non-controlling interest	(2 2%)	(12 3%)	(11 7%)
Effect of Tax Cuts and Job Act	18 4%	-	-
Other	6 9%	(7 0%)	1 4%
Effective rate	66 0%	30 9%	38 3%

Net deferred tax assets and liabilities consist of the following components

	2018	2017
Deferred tax assets		
Current		
Allowance for doubtful accounts	$ 64,244	$ 179,339
Other liabilities	102,724	119,034
	166,968	298,373
Long-term		
Fixed assets and intangibles	376,878	469,346
Other liabilities	(3,651)	21,831
	373,227	491,177
	$ 540,195	$ 789,550

12 RELATED PARTY AND VARIABLE INTEREST ENTITIES TRANSACTIONS

Effective January 1, 2003, all of the employees employed by the Company work for Marathon Marathon is owned and controlled by a 15% stockholder of the Company For a monthly fee, Marathon provides the Company's subsidiaries with human resources, financial management, business planning, sales and marketing and management of day-to-day business issues As Marathon has been consolidated in the Company's financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, in accordance with ASC 810, expenses incurred by Marathon from this arrangement are included as compensation and employee benefits on the Company's statement of income, and any related receivable or payable between Marathon and the Company have been eliminated on the June 30, 2018 and 2017 balance sheet

A component of Marathon's service fee relates to leased office space used by the Company located in Independence, OH As the Company owns the building in which Marathon leases space, rent expense incurred by Marathon and rental revenue earned by the Company is eliminated on a consolidated basis for the fiscal years ended June 30, 2018, 2017 and 2016

12 RELATED PARTY AND VARIABLE INTEREST ENTITIES TRANSACTIONS (CONTINUED)

Marathon owns assets that are used in the Company's operations A component of the service fee Marathon charges the Company is the depreciation incurred on these assets Depreciation incurred on these assets for the fiscal years ended June 30, 2018, 2017 and 2016 is a component of the depreciation and amortization expense reflected on the Company's statement of income

As of June 30, 2018 and 2017, the Company's balance sheet included a long term receivable of $198,073 and a current receivable of $184,311, respectively, due by a shareholder of the Company In addition, long term receivables due by an entity owned by the shareholder are included in the amounts of $1,212,971 and $265,115 as of June 30, 2018 and 2017, respectively

During the fiscal year ended June 30, 2018, the Company loaned money to an individual and a third-party owned by that individual As of June 30, 2018, Company's balance sheet includes a long term receivable of $1,273,514 related to these loans

Related to the aforementioned loans, the Company recognized $101,451 in interest income for the year ended June 30, 2018

The Company believes that the cost to the Company for all of the foregoing were competitive with charges for similar services and facilities available from third parties

13 COMMITMENTS AND CONTINGENCIES

The Company and its affiliates, including Marathon, lease and sublease office space, retail and storage space in Independence, Fairlawn, Canton and Strongsville, Ohio, and Phoenix, Arizona, and office equipment under various noncancellable lease agreements These leases expire between August 25, 2018 and June 21, 2023, with options to renew certain leases through October 31, 2025 The leases require minimum annual rental payments as well as the payment of taxes

The total minimum rental commitment at June 30, 2018 is due as follows

	Commitments to MMI7100	Commitments to Others	Total
2019	$ 266,052	$ 192,906	$ 458,958
2020	-	195,469	195,469
2021	-	189,244	189,244
2022	-	145,020	145,020
2023	-	66,738	66,738
Thereafter	-	74,970	74,970
Total	$ 266,052	$ 864,347	$ 1,130,399

The total rental expense for the years ended June 30, 2018, 2017 and 2016 was $305,286, $316,100 and $269,731, respectively

13 COMMITMENTS AND CONTINGENCIES (CONTINUED)

From time to time in the normal course of its business, the Company is named as a defendant in lawsuits The Company does not believe that it is subject to any such lawsuits or litigation or threatened lawsuits or litigation that will have a material adverse effect on the Company or its business

14 SUBSEQUENT EVENTS

The Company has evaluated the impact of subsequent events on these consolidated financial statements through October 5, 2018, the date on which the statements were reviewed and approved by the appropriate members of management

Merrymeeting, Inc , Subsidiaries
Consolidated Statement of Income
(Unaudited)
For The Nine Months Ended

	March 31, 2019	March 31, 2018
Revenue		
Continuing License Fees	$ 8,642,608	$ 8,107,789
Initial Franchise Fees	359,003	654,335
Corporate Owned Stores	2,607,238	947,733
New Store Kit Sales	3,900	17,730
Training Fee Revenue	181,200	118,306
Ad Fees	76,974	130,558
School Tech Repair Revenue	701,058	-
Support and Maintenance	1,012,395	952,634
Development Revenue	427,700	563,710
Rental Revenue	658,895	662,446
IT Consulting Revenue	348,280	273,151
Service Fees	174,963	50,392
Management Fees	286,490	223,500
Other	724,224	668,517
Total	16,204,928	13,370,801
Cost and Expenses		
Cost of Goods sold	2,092,024	1,812,221
Compensation and Employee Benefits	5,126,609	4,966,811
Office	267,514	476,160
Advertising and promotion	462,617	630,659
Area Developer Fees	1,206,541	1,208,317
Depreciation and amortization	845,191	912,702
Bad Debt Expense (Recovery)	99,195	54,311
Other	3,797,565	1,675,761
Total	13,897,256	11,736,942
Income (Loss) from Operations	2,307,672	1,633,859
Other Income		
Interest Income	113,530	25,422
Interest Expense	(11,050)	(38,391)
Gain/Loss of Sale of Investment	4,172,497	-
Other (Net)	790,417	(105,896)
Total Other Income	5,065,394	(118,865)
Income Before Taxes	7,373,066	1,514,994
Income Taxes	(1,696,752)	(573,299)
Net Income	5,676,314	941,695
Noncontrolling Interest	(2,014,699)	(329,081)
Net Income	$ 3,661,615	$ 612,614

These financial statements have been prepared without an audit Prospective franchisees or sellers of franchises should be advised that no independent certified public accountant has audited these figures or expressed an opinion with regard to their content or form

Merrymeeting, Inc , Subsidiaries
Consolidated Balance Sheet
(Unaudited)
As of

	3/31/2019	3/31/2018
ASSETS		
Cash	$ 7,163,159	$ 2,492,158
Receivables	2,367,495	2,268,932
Prepaid Expenses	525,219	584,148
Income Tax Receivable	-	193,018
Inventory	760,967	352,641
Related Party Receivables	2,774,878	2,304,722
Other	846,186	835,190
Total Current Assets	14,437,904	9,030,809
Property, Plant & Equip, net of amort	6,412,864	6,976,812
Long Term Receivables	15,055	21,419
Investments	410,036	400,143
Ingantibles Assets, Net of Amortization	3,048,133	3,312,379
Other	3,512	246,555
Total Long Term Assets	3,476,736	3,980,496
Total Assets	**$ 24,327,504**	**$ 19,988,117**
LIABILITIES		
Accounts Payable & Accrued Expenses	$ 41,306	$ 497,111
Salaries Payable and Related Benefits	271,977	118,546
Ad Fees	366,095	190,951
Income Taxes Payable	549,143	-
Deferred Revenue	1,440,575	-
Franchisee/Remittance Payable	253,704	663,339
Other	980,368	603,465
Total Current Liabilities	3,903,168	2,073,412
Long Term Debt	-	1,200,000
Total Long-term Liabilities	-	1,200,000
EQUITY		
Common stock	2,000	2,000
Additional Paid in Capital	1,125,836	1,125,836
Other	23,491	14,230
Retained Earnings	15,469,168	15,072,588
Net Income (YTD)	3,661,615	612,614
Total Company's Equity	20,282,110	16,827,268
Non-Controlling Interest	142,226	(112,563)
Total Equity	20,424,336	16,714,705
Total Liabilities & Equity	**$ 24,327,504**	**$ 19,988,117**

These financial statements have been prepared without an audit Prospective franchisees or sellers of franchises should be advised that no independent certified public accountant has audited these figures or expressed an opinion with regard to their content or form

GUARANTEE OF PERFORMANCE

For value received, MERRYMEETING, INC , a Delaware corporation, located at 7100 E Pleasant Valley Road, Suite 300, Independence, Ohio 44131 (the "*Guarantor*") , absolutely and unconditionally guarantees to assume the duties and obligations of Computer Troubleshooters USA, Inc , a Georgia corporation, located at 7100 E Pleasant Valley Rd Ste 300 Independence, Ohio 44131 (the "*Franchisor*"), under its franchise registration in the State of California, and under its Franchise Agreement identified in its 10/5/18 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding Notice of acceptance is waived The Guarantor does not waive receipt of notice of default on the part of the Franchisor This guarantee is binding on the Guarantor and its successors and assigns

The Guarantor signs this guarantee at Independence, Ohio, on the 15th day of October, 2018

Guarantor
MERRYMEETING, INC
a Delaware corporation

By ______________________
JEFFREY R HARCOURT
Chief Operating Officer and Treasurer

EXHIBIT 7

STATE ADDENDA

Additional disclosures for the multi-state franchise disclosure document and Franchise Agreement 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, transfer 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 dbo 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

7 Requiring the franchisee to consent to a limitation of claims within one year are generally considered unenforceable in the state of North Dakota Section 17 of the Franchise Agreement shall be changed to read the statue of limitations under North Dakota Law will apply

8 Requiring the franchisee pay all costs and expenses incurred by the franchisor in enforcing the agreement is generally unenforceable in the state of North Dakota Section 17 of the Franchise Agreement shall be changed to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees

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

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 10/5/18 as amended 5/2/2019

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

I have received a Franchise Disclosure Document dated 10/5/18 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 ____________________

Type forward slash s forward slash /s/ First Name Last Name (i e /s/ John Smith) on the signature line above if you consent to the electronic signing and storing of your signature By doing so, you are signing the Authorization for Release of Information electronically and agree that your electronic signature is the legal equivalent of your manual signature on the Authorization for Release of Information.