



FRANCHISE DISCLOSURE DOCUMENT

MMI-CPR, LLC doing business as (dba)
Computer Troubleshooters
(A Delaware Limited Liability Company)
7100 E. Pleasant Valley Road, Ste. 300
Independence, Ohio 44131
Telephone: (877) 392-6278
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www.comptroub.com

MMI-CPR, LLC dba Computer Troubleshooters offers a franchise using the “Computer Troubleshooters” and “CT Business Solutions” marks that provides 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 \$13,900 to \$32,400. This includes \$1,500 to \$9,900 that you must pay to the franchisor and our affiliates.

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: April 30, 2021

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit 4 and 5.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibits 6-A and 6-B include financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Computer Troubleshooters business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Computer Troubleshooter franchisee?	Item 20 or Exhibit 4 and 5 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 2.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by , arbitration or litigation only in Ohio. Out-of-state , arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with franchisor in Ohio than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty payments and advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of investment.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.

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 PREDECESSORS

Names:

To simplify the language in this Disclosure Document, “we”, “our”, “us” and “franchisor” refers to MMI-CPR, LLC dba Computer Troubleshooters, 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. Each of your individual owner(s), 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 Guaranty, which is attached as a Schedule to the Agreements. The spouse of an owner may also be required to sign the Guaranty.

Franchisor:

MMI-CPR, LLC is 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. Our principal business address is 7100 East Pleasant Valley Road Suite 300 Independence, Ohio 44131. On October 31, 2019, we became a wholly-owned subsidiary of SOSI CPR, LLC, a Delaware limited liability company (“SOSI-CPR”). The principal business address of SOSI-CPR is 11222 Quail Roost Drive, Miami, FL 33157. SOSI-CPR has agreed to guarantee all of our obligations to you under the Franchise Agreement (See Item 21). The parent of SOSI-CPR is Service Optimization Solutions, Inc., a Florida corporation (“SOSI”). The principal business address of SOSI is 11222 Quail Roost Drive, Miami, FL 33157. The ultimate indirect parent of MMI-CPR, LLC dba Computer Troubleshooters is Assurant, Inc., a Delaware corporation and publicly traded holding company (“Assurant”). Assurant’s principal business address is 28 Liberty Street, 41st Floor, New York, NY 10005.

On October 31, 2019, we acquired substantially all of the assets of Computer Troubleshooters USA, Inc., (“CT USA”) which included all of the Computer Troubleshooters franchise agreements in the United States. CT USA was a Georgia corporation that was incorporated on May 3, 1999. CT USA offered Computer Troubleshooters franchises from May 1999 to October 2019. CT USA also operated a Computer Troubleshooters business from 2004 until November 2007. We have been offering Computer Troubleshooters franchises since we acquired the assets of CT USA. We have not operated a computer repair business similar to a Computer Troubleshooters business. As of December 31, 2019, there were 157 Computer Troubleshooters franchises open and operational.

We also have been offering unit franchises and area development franchises for Cell Phone Repair (“CPR”) businesses since October 2013. We do not operate a cell phone repair business similar to a CPR franchise. Cell phone repair businesses provide repair services we authorize for smart phones, cell phones, laptops, game systems and other electronic devices and they may also offer similar services as Computer Troubleshooters franchisees. Effective October 4, 2013, we acquired substantially all of the assets of CPR-Cell Phone Repair Franchise Systems, Inc., a Florida corporation which was incorporated in the State of Florida on March 15, 2007. Its principal place of business was 313 Ridgeview Drive, Summerville, Georgia 30747. They offered franchises for Cell Phone Repair Businesses from 2008 to 2013. As of December 31, 2020, there were 499 franchised CPR businesses open and operational in the United States and Canada.

There are no affiliates required to be disclosed in this Item. Except as described above, neither we nor our predecessors have engaged in any other line of business or offered franchises in any other line of business; however, we may do so in the future. Our agents for service of process are disclosed and listed in Exhibit 2.

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.

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

MMI-CPR, LLC dba Computer Troubleshooters and CPR's managing member is SOSI. MMI-CPR, LLC dba Computer Troubleshooters and CPR have no officers or directors. The officers/directors of SOSI and other individuals who will have management responsibility relating to the sale or operations of franchises are as follows:

Director/President: Rob Bryant

Mr. Bryant has served as Director/President of SOSI since January 2019. Mr. Bryant also serves as Vice President – Alternative Service Delivery at Assurant, Inc. and has served in that capacity since February 2018. From February 2018 to present, Mr. Bryant has worked primarily from Assurant's offices in York, PA. Previously, Mr. Bryant was the owner and operator of Robert Bryant Consulting in Derby, Kansas from April 2014 to January 2019.

Director/Vice President: Kyle Davenport

Mr. Davenport has served as Director/Vice President of SOSI since January 2019. Mr. Davenport also serves as Senior Director, Solutions Engineering at Assurant, Inc. and has served in that capacity since August 2016. Before serving as Senior Director, Solutions Engineering, Mr. Davenport served as Director, Digital Solutions

at Assurant, Inc. from March 2015 to August 2016, and as Director, eCommerce Optimization at Assurant, Inc. from April 2014 to March 2015. Mr. Davenport has worked from Assurant's office located in Atlanta, Georgia since 2014.

Vice President, Retail Connected Living: Blair Frock

Mr. Frock has served as Vice President, Retail Connected Living for Assurant, Inc. in Kansas City, Missouri, since October 2020. Prior to that, he was the Senior Director of Wireless Operations for Dish Network in Englewood, Colorado, from July 2020 through October 2020, and the Director of Retail Operations for Sprint in Overland Park, Kansas, from August 1997 through June 2020.

Managing Director, Franchise Operations: Chris Jourdan

Mr. Jourdan has served as Managing Director, Franchise Operations for Assurant, Inc. in Dunedin, Florida since February 2021. He previously served as General Manager- Franchise Operations of CPR starting February 18, 2020, and before that was CPR's Senior VP of Retail from May 2017, based out of CPR's principal business office located in Ohio. From December 2012 to May 2017, Mr. Jourdan was the President & CEO of Phone Surgeons in Newburgh, Indiana.

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 a non-refundable Initial Training Fee of \$1,500.

ITEM 6 - OTHER FEES

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) \$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 year and can only be increased upon 30 days' notice. We may charge interest at the rate of 1.5% 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).
Royalty Fee (Cell Phone Repair and Computer Troubleshooters Dual Branded Franchisees)	6% 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 year and can only be increased upon 30 days' notice. We may charge interest at the rate of 1.5% 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 \$88, 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 year and can only be increased upon 30 days' notice. We may charge interest at the rate of 1.5% per month on fees that are not paid within thirty days of the date due.
Training Fee	\$1,500 per person	Prior to training	For Computer Troubleshooters only franchisees, we will provide initial, simultaneous training for you and one other person per franchise free of charge. For any additional attendees, the additional training fee will be charged. Cell Phone Repair and Computer Troubleshooters dual branded franchisees must pay an initial training fee of \$1,500 .
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

Type of Fee	Amount	Due Date	Remarks
			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 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.

Notes:

All fees are non-refundable.

All fees may not be uniform among all franchisees.

“Gross Volume” includes all receipts from all of your sales (a) by, at or in connection with a Computer Troubleshooters Business you own, (b) which relate to the type of goods or services available now or in the future through a Computer Troubleshooters Business you own and/or distributed in association with the Marks or the Computer Troubleshooters Business you own 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	Us
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	Us
Traveling and Living Expenses while Training	\$500 to \$1,000 (Note 3)	As incurred	During training	Hotels, Restaurants, Airlines, and Gasoline Stations
Real Estate and Improvements	\$0 to \$6,000 (Note 4)	As negotiated	As negotiated (usually monthly)	Landlord or Contractor
Equipment	\$0 to \$3,000 (Note 5)	As incurred	Supplier terms	Computer Suppliers, Internet Service Providers
Signs	\$0 to \$1,000 (Note 6)	As incurred	Supplier terms	Signage companies
Miscellaneous Opening Costs	\$1,000 to \$2,000 (Note 7)	As incurred	As incurred	Suppliers, Utilities etc.
Opening Inventory	\$0 - \$1,000 (Note 8)	As incurred	Supplier terms	Suppliers etc.
Insurance (3 months)	\$2,000-\$4,000 (Note 9)	As incurred	Supplier terms	Insurance Provider
Additional Funds (3 months)	\$500 - \$3,000 (Note 10)	As incurred	As incurred	Advertising Suppliers
Total	\$13,900 to \$32,400 (Note 11)			

Notes:

Note 1. We do not finance any fee. If you currently own a Cell Phone Repair franchise, there will be no Initial Franchise Fee.

Note 2. If you are dual branding with 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 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. 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. In most cases, you will operate from a home office and signage is limited to a vehicle sign.

Note 7. Additional Opening costs may be required for a business phone line, Internet access, legal costs, and business insurance.

Note 8. You must maintain in force the policies of insurance issued by carriers approved by us covering various risks for your MMI-CPR, LLC dba Computer Troubleshooters Business. We may specify the types and amounts of coverage required under these policies and require different and/or additional kinds of insurance at any time, including excess liability insurance. The figures above are an estimate of insurance costs for the first 3 months of operation. The cost of insurance coverage can vary from state to state and from city to city. Premiums are affected by experience rate, location, nature of business, business organization and many other factors. As part of your due diligence in analyzing your expenses, you should obtain insurance premium quotes available in your location.

Note 8. 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. 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 our 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. 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.

Currently you are not required to purchase any products or services from us or any of our affiliates; however, we may require you to do so in the future. 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.

Neither we nor any of our affiliates derived any revenue from franchisee purchases or leases during the fiscal year ended December 31, 2020. Neither we nor any of our affiliates derived any revenue or other consideration from third-parties based on franchisee purchases during fiscal year ended December 31, 2020. Additionally, there are no preferred suppliers in which any of our officers owns an interest.

Insurance

You will maintain in force, at your own expense, the insurance coverages and limits that we require as described in the Operations Manual, including workers' compensation and employer's liability insurance (or a copy of your state-filed rejection form or waiver, if and where applicable), commercial general liability insurance (including products and completed operations liability coverage and additional insured status), and automobile liability insurance coverage, from insurance carriers meeting our requirements as outlined in the Operations Manual. We may revise the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time.

The insurance coverages as outlined below are not intended to take the place of competent advice from a qualified insurance agent, attorney or other expert. You may need to purchase insurance in addition to what we list in order to properly protect your business. Please consult your expert.

Each liability insurance coverage shall designate us, as provided in the Operations Manual, and any parent or affiliate we designate, as an additional insured. A fee may be charged by your insurance carrier for this. Each policy must contain a waiver of all subrogation rights against us, our affiliates and any of our successors or assigns, and must apply as primary without contribution from any insurance policy carried by us as further specified in the Operations Manual.

As part of your decision-making process and due diligence, you should obtain insurance premium quotes in order to analyze and understand your anticipated expense in order to comply with the required minimum insurance coverage requirements which are as follows:

- **Workers' Compensation Insurance**

Workers' Compensation insurance to the extent required by applicable laws and Employer's Liability insurance coverage of at least \$250,000 for bodily injury by accident and at least \$250,000 for bodily injury by disease, with an aggregate of at least \$250,000. This insurance shall include waiver of subrogation clauses.

- **Commercial General Liability Insurance**

Commercial General Liability Insurance, including coverage for Bodily Injury (including coverage for assault and battery) and Property Damage (including Products and Completed Operations coverage), and for Personal and Advertising Injury liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and a Products and Completed Operations aggregate of \$2,000,000. Coverage shall be on an occurrence basis with defense costs outside the limits of insurance and shall include a fee for additional insured status to include MMI-CPR, LLC and its parents and affiliates as additional insureds for ongoing and completed operations, shall provide cross-liability coverage, and shall apply on a primary basis and without any right of contribution from any insurance carried by or providing coverage to MMI-CPR, LLC and its parents and affiliates. This insurance shall include waiver of subrogation clauses.

- **Commercial Auto Liability Insurance**

In the event a motor vehicle is to be used in the operation of the Franchise, you shall purchase and maintain Commercial Automobile Liability Insurance covering liability arising out of any auto (owned, hired, leased, rented, borrowed, and non-owned) with a combined single limit of not less than \$1,000,000. This coverage shall include MMI-CPR, LLC and its parents and affiliates as additional insureds ("Additional Insureds"), shall provide cross-liability coverage, and shall apply on a primary basis and without any right of contribution from any insurance carried by or providing coverage to the Additional Insureds. This insurance shall include waiver of subrogation clauses and/or endorsements pursuant to which each insurance company shall waive its right of subrogation against the Additional Insureds.

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, we are not required to provide you with any assistance.

Some or all of the assistance and related obligations which we are required to provide to you under the Franchise Agreement may be provided by third party designees. We have entered into agreements with such third-party designees to provide management and operational support services to you on our behalf.

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.

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. We are not 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 \$88.00 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 year and can only be increased upon 30 days’ notice. (Franchise Agreement § 7(b)).

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.

We do not currently receive 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 royalty reporting software). We may require you to use a specific royalty reporting software. You may obtain additional services from 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. 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 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 supervises and conducts Computer Troubleshooters franchise training. Ms. Weinberger has over 18 years of experience operating a technology provider company which supports small and medium sized businesses.

The Electronic Computer Troubleshooters Operations Manual is the main source of instructional material. The table of contents of the Electronic Computer Troubleshooters Operations 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 dual branding with a Computer Troubleshooters, 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	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	

Notes:

The Electronic Computer Troubleshooters Operations Manual is included on our intranet site and its content is utilized greatly during training.

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

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

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

ITEM 12 - TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, you will receive a geographical business territory within which we will not operate a Computer Troubleshooters business or grant a franchise to anyone else to operate a Computer Troubleshooters franchise (the “Business Territory”). Any inquiries, leads, or orders in your territory will be given to you within which we will not grant a Computer Troubleshooters franchise. 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 protection 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. 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, you will 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”), you 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); we will define and periodically update the Excluded Territories and it is your 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 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 Business 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. 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.

With the exception of Computer Troubleshooters and CPR, neither we nor our affiliates have established other franchises or company-owned outlets or another channel of distribution selling similar services under the proprietary or non-proprietary trademarks, however, we reserve the right to do so. The CPR system utilizes marketing techniques, quality control, and operating procedures to facilitate the provision of technology solutions to businesses and residential customers primarily through the following trademark: CPR®. It is possible that our affiliates and/or CPR franchisees may solicit and accept orders within your territory for laptop repair. Should a conflict arise between Computer Troubleshooters and CPR franchisees, we will analyze such conflict on a case by case basis and take action (if any) that we deem appropriate. We currently maintain the same corporate office space for both Computer Troubleshooters and CPR, and we currently utilize the same training facility.

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 trademarks listed below are 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 our right to use or license the use of the 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 on October 31, 2019, we became a wholly-owned subsidiary of SOSI CPR, LLC, a Delaware limited liability company (“SOSI-CPR”). Effective on this same date, all intellectual property rights of Computer Troubleshooters were assigned to us from Computer Troubleshooters Global, LLC and Computer Troubleshooters USA, Inc., allowing us to use the trademarks in commerce or to franchise others to use the trademark in commerce, throughout the United States.

There are no currently effective determinations by the USPTO, 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:



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. (Franchise Agreement §§ 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.

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 notebook computers. 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

Provision	Section in Franchise Agreement	Summary
		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 time 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

The following tables pertain to Computer Troubleshooters Businesses. See Exhibit 4 for the list of current franchisees and related contact information. See Exhibit 5 for the list of franchisees who had an outlet that terminated, canceled, non-renewed, or otherwise ceased to do business in the last fiscal year. There are no trademark specific franchisee organizations associated with the franchise system.

Table No. 1

**Systemwide Outlet Summary
For Fiscal Years 2018, June 30, 2019, December 31, 2019, and 2020***

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	169	156	-13
	6/30/2019	156	157	1
	12/31/2019	157	157	0
	2020	157	135	-22
Company Owned	2018	2	2	0
	6/30/2019	2	0**	0
	12/31/2019	0	0	0
	2020	0	0	0
Total Outlets	2018	171	158	-13
	6/30/2019	158	157	-1
	12/31/2019	157	157	0
	2020	157	135	-22

** Due to the change in ownership of the Franchisor, the fiscal year changed from June 30 and is now December 31 (effective with the December 31, 2019 period) and information is now provided for this period.*

*** Due to the assignment of the Franchise Agreements and assets related to Computer Troubleshooters from Computer Troubleshooters USA, Inc. and the Franchisor as outlined in Item 1, as of October 31, 2019, these locations are no longer affiliate owned.*

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor) For Fiscal Years Ending 2018, June 30, 2019, December 31, 2019, and 2020

State	Year	Number of Transfers
Illinois	2018	0
	6/30/2019	3
	12/31/2019	0
	2020	0
Minnesota	2018	3
	6/30/2019	0
	12/31/2019	0
	2020	0
Ohio	2018	0
	6/30/2019	2
	12/31/2019	0
	2020	0
South Carolina	2018	1
	6/30/2019	0
	12/31/2019	0
	2020	0
Total	2018	4
	6/30/2019	5
	12/31/2019	0
	2020	0

Table No. 3**Status of Computer Troubleshooters Franchised Outlets (Single Unit) For Fiscal Years Ending
2018, June 30, 2019, December 31, 2019, and 2020**

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	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Arizona	2018	4	1	1	0	0	0	4
	6/30/2019	4	0	0	0	0	0	4
	12/31/2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
Arkansas	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
California	2018	2	1	0	0	0	0	3
	6/30/2019	3	11	0	0	0	0	14
	12/31/2019	14	1	1	0	0	0	14
	2020	14	0	0	0	0	0	14
Colorado	2018	4	3	4	0	0	0	3
	6/30/2019	3	0	0	0	0	0	3
	12/31/2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Connecticut	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Delaware	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Florida	2018	13	1	2	0	0	0	12
	6/30/2019	12	1	3	0	0	0	10
	12/31/2019	10	0	0	0	0	0	10

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
	2020	10	0	3	0	0	0	7
Georgia	2018	4	0	0	0	0	0	4
	6/30/2019	4	0	1	0	0	0	3
	12/31/2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Hawaii	2018	0	0	0	0	0	0	0
	6/30/2019	0	0	0	0	0	0	0
	12/31/2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Illinois	2018	12	0	0	0	0	0	12
	6/30/2019	12	0	1	0	0	0	11
	12/31/2019	11	0	0	0	0	0	11
	2020	11	0	3	0	0	0	8
Indiana	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Iowa	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Kansas	2018	2	0	0	0	0	0	2
	6/30/2019	2	0	0	0	0	0	2
	12/31/2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Kentucky	2018	0	0	0	0	0	0	0
	6/30/2019	0	0	0	0	0	0	0
	12/31/2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Louisiana	2018	2	0	0	0	0	0	2
	6/30/2019	2	0	0	0	0	0	2
	12/31/2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Maine	2018	0	0	0	0	0	0	0

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
	6/30/2019	0	0	0	0	0	0	0
	12/31/2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Maryland	2018	5	0	0	0	0	0	5
	6/30/2019	5	0	0	0	0	0	5
	12/31/2019	5	0	0	0	0	0	5
	2020	5	0	1	0	0	0	4
Massachusetts	2018	3	0	1	0	0	0	2
	6/30/2019	2	0	0	0	0	0	2
	12/31/2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Michigan	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	1	0	0	0	0
Mississippi	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Minnesota	2018	6	1	1	0	0	0	6
	6/30/2019	6	0	0	0	0	0	6
	12/31/2019	6	0	0	0	0	0	6
	2020	6	0	4	0	0	0	2
Missouri	2018	6	0	0	0	0	0	6
	6/30/2019	6	0	0	0	0	0	6
	12/31/2019	6	0	1	0	0	0	5
	2020	5	0	5	0	0	0	0
Montana	2018	0	0	0	0	0	0	0
	6/30/2019	0	0	0	0	0	0	0
	12/31/2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Nebraska	2018	0	0	0	0	0	0	0
	6/30/2019	0	0	0	0	0	0	0
	12/31/2019	0	0	0	0	0	0	0

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
	2020	0	0	0	0	0	0	0
Nevada	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New Hampshire	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
New Jersey	2018	4	0	1	0	0	0	3
	6/30/2019	3	0	0	0	0	0	3
	12/31/2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
New Mexico	2018	2	1	0	0	0	0	3
	6/30/2019	3	0	0	0	0	0	3
	12/31/2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
New York	2018	7	0	2	0	0	0	5
	6/30/2019	5	0	2	0	0	0	3
	12/31/2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
North Carolina	2018	17	0	2	0	0	0	15
	6/30/2019	15	0	0	0	0	0	15
	12/31/2019	15	0	0	0	0	0	15
	2020	15	0	2	0	0	0	13
Oklahoma	2018	2	0	0	0	0	0	2
	6/30/2019	2	0	0	0	0	0	2
	12/31/2019	2	0	0	0	0	0	2
	2020	2	0	1	0	0	0	1
Ohio	2018	11	0	0	0	0	0	7
	6/30/2019	7	0	2	0	0	0	5
	12/31/2019	5	2	0	0	0	0	7
	2020	7	0	1	0	0	0	6
Oregon	2018	1	0	1	0	0	0	0

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
	6/30/2019	0	1	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Pennsylvania	2018	6	0	1	0	0	0	5
	6/30/2019	5	1	1	0	0	0	5
	12/31/2019	6	1	0	0	0	0	6
	2020	6	0	0	0	0	0	6
South Carolina	2018	12	0	2	0	0	0	10
	6/30/2019	10	0	1	0	0	0	9
	12/31/2019	9	0	0	0	0	0	9
	2020	9	0	0	0	0	0	9
Tennessee	2018	5	0	0	0	0	0	5
	6/30/2019	5	1	0	0	0	0	6
	12/31/2019	6	0	0	0	0	0	6
	2020	6	0	1	0	0	0	5
Texas	2018	11	1	1	0	0	0	11
	6/30/2019	11	0	0	0	0	0	11
	12/31/2019	11	0	2	0	0	0	9
	2020	9	0	0	0	0	0	9
Virginia	2018	15	0	0	0	0	0	15
	6/30/2019	15	0	3	0	0	0	12
	12/31/2019	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
Washington	2018	1	0	0	0	0	0	1
	6/30/2019	1	0	0	0	0	0	1
	12/31/2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Wisconsin	2018	3	0	0	0	0	0	3
	6/30/2019	3	0	0	0	0	0	3
	12/31/2019	3	0	0	0	0	0	3
	2020	3	0	1	0	0	0	2
Total	2018	169	9	22	0	0	0	156
	6/30/2019	156	15	14	0	0	0	157
	12/31/2019	157	4	4	0	0	0	157
	2020	157	0	23	0	0	0	134

Table No. 4**Status of Company-Owned Outlets for Fiscal Years Ending 2018, June 30, 2019, December 31, 2019, and 2020**

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	2018	28	2	28	0	0	0	2
	6/30/2019	2	0	2	0	0	0	0
	12/31/2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Total	2018	2	0	0	0	0	0	2
	6/30/2019	2	0	2	0	0	0	0*
	12/31/2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

**Due to the change in ownership of the Franchisor as outlined in Item 1, as of October 31, 2019, these locations are no longer affiliate owned.*

Table No. 5**Projected Openings as of December 31, 2020**

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
Total	0	0	0

Exhibit 4 lists the names of all current single unit franchises and the addresses and telephone numbers of their outlets as of December 31, 2020.

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 hereto as Exhibit 6-A is the audited consolidated financial statements of SOSI CPR LLC as of the year ended December 31, 2020 and as of December 31, 2019 and for the period from October 18, 2019 (the date of formation of SOSI CPR LLC) to December 31, 2019. SOSI CPR LLC has guaranteed our performance with you. A copy of the Guaranty of Performance is included as Exhibit 6-B.

ITEM 22 – CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Exhibit 1: Franchise Agreement

Exhibit 8: Termination Agreement

Exhibit 9: Waiver and Release of Claims Agreement

ITEM 23 - RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit 10. Please sign and date one copy and return it to us. Retain the other copy for your records.

EXHIBITS & ATTACHMENTS

EXHIBIT 1

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, ____ (“Effective Date”).

BETWEEN

MMI-CPR, LLC dba Computer Troubleshooters, 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 (Sections 7(a)2 and 7(b)2 will apply) or not (Sections 7(a)1 and 7(b)1 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 permissions granted by this Agreement to the Franchisee, and which shall be approved by Franchisor, and not changed without Franchisor’s permission.

“Franchisee” means the entity approved to be franchisee under this Agreement.

“Franchisor” means MMI-CPR, LLC

“Gross Volume” includes all receipts from all of your sales (a) by, at or in connection with a Computer Troubleshooters Business you own, (b) which relate to the type of goods or services available now or in the future through a Computer Troubleshooters Business you own and/or distributed in association with the Marks or the Computer Troubleshooters Business you own, 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 covers 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 (2) 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’s sales staff may develop National and Regional accounts that intend to use more than one (and typically many) franchisees to handle assignments (“Accounts”). Franchisee acknowledges that such 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 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 Account customers. Franchisor may also require Franchisee to sign a participation agreement that documents Franchisee’s willingness to participate in servicing Accounts and agreeing to adhere to the terms and conditions required by 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 an 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 this Franchise Agreement.

In the event that litigation is instituted against Franchisor growing out and as the result of activities of Franchisee in servicing an 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 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. Franchisor will not operate nor grant a franchise to anyone else to operate a Computer 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 \$9,900.

(a)2 Initial Training Fee (if applicable for dual branded Cell Phone Repair and Computer Troubleshooters Franchisees)

Franchisee shall pay the non-refundable Initial Training Fee upon execution of this Agreement. The Initial Training Fee is \$1,500.

(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% 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) Five Hundred Dollars (\$500) per each monthly accounting period. This Minimum Monthly Fee can increase by no more than \$20 per year upon at least 30 days' notice. In no case shall the fees increase by more than 25% over the Initial Term of the Franchise Agreement.

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

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

Franchisee agrees to pay Franchisor Royalty Fees based on the Gross Volume of Franchisee's 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% 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) \$250 per each monthly accounting period for the first twelve (12) months, and then \$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 year 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

The Franchisee shall pay the Franchisor a monthly National Advertising Fund Fee of \$88.00 per month. This fee may be increased up to \$150.00 per month. The fee can increase by no more than 10% per year 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

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 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 dishonoured, Franchisee must pay Franchisor a penalty fee of Twenty-Five Dollars (\$25.00) for each payment dishonoured. 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.

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 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 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. CT is not 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\.*

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

You will maintain in force, at your own expense, the insurance coverage that we require as described in the Operations Manual, including workers' compensation and employer's liability insurance (or a copy of your state-filed rejection form or waiver, if and where applicable), commercial general liability insurance (including products and completed operations liability coverage and additional insured status), and automobile liability insurance coverage, from insurance carriers meeting our requirements as outlined in the Operations Manual. We may revise the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time.

The insurance coverages as outlined are not intended to take the place of competent advice from a qualified insurance agent, attorney or other expert. You may need to purchase insurance in addition to what we list in order to properly protect your business. Please consult your expert.

Each liability insurance policy shall designate us, as provided in the Operation Manual, and any parent or affiliate we designate, as an additional insured. A fee may be charged by your insurance carrier for this. Each policy must contain a waiver of all subrogation rights against us, our affiliates and any of our successors or assigns, and must apply as primary without contribution from any insurance policy carried by us as further specified in the Operations Manual.

You must advise us if any insurer notifies you that any insurance policy will be cancelled or materially altered, with at least 30 days' prior written notice to us. At our request, you must provide us with a certificate of insurance evidencing all insurance policies and our additional insured status. At our request, you must also provide us with: (1) a copy of each insurance policy to be maintained by you; and (2) evidence of premium payment for each such policy. Failure by us to request a certificate of insurance, a copy of the policy, or proof of premium payment shall not relieve the requirement on your part to carry the indicated insurance coverage.

Your obligation to maintain insurance coverage will not be affected by reason of any separate insurance maintained by us, nor will the maintenance of such insurance relieve you of any obligations under this Agreement or otherwise. The required insurance will be set forth in the Operations Manual which may be updated periodically. In the event of any conflict with respect to insurance between this document and the Operations Manual, the Operations Manual shall control.

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 Section 16 (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 Franchisee 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 time 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:

MMI-CPR, LLC

By: _____

Franchisee:

ENTITY
STATE OF FORMATION

By: _____
NAME

An employee of: ENTITY

APPENDIX A
Provided to the Franchisee by the Franchisor

Access to:

- 1) Autotask* (not available to Cell Phone Repair franchisees) or similar product we designate
- 2) LogMeIn Rescue* or similar product we designate
- 3) New Owner Training Materials
- 4) 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:

- 1) Promotional Items
- 2) Marketing materials and documentation including PowerPoint presentation and guidelines, scripts , press release, marketing plan template, and sample marketing pieces

Initial training Course to include:

- 1) Who We Are: Computer Troubleshooters (CT)
- 2) Office Needs & Requirements: Getting Your Office Set up and Started
- 3) Tools & Resources Provided by the Corporate Office
- 4) Using CT's Proprietary Technical Platforms
- 5) Training on Vendor Solutions
- 6) Marketing Your Business
- 7) Selling Your Products & Services
- 8) Creating a Business Plan for Your Office
 - a) 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.*

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 MMI-CPR, LLC (“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

APPENDIX 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, city, state, zip)	Franchisee Phone No.
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)

Bank Account No. _____

☐ Checking ☐ Savings (check one)

Bank Routing No. (9 digits): _____

Bank Mailing Address: _____
(street, city, state, zip)

Bank Phone No. _____

Authorization:

Franchisee hereby authorizes MMI-CPR, LLC ("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.

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

Print Name: _____

Signature: _____

Date: _____

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

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

Michigan

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

Minnesota

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

Commissioner of Commerce
James C. Bernstein

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8285

Wisconsin

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

Administrator, Division of Securities
Patricia Struck

DISCLOSURE ONLY:**Oregon**

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

**BUSINESS OPPORTUNITY STATES
(FRANCHISORS FILE FOR EXEMPTION):**

Connecticut

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

(Business Opportunity Investment Act)

Cynthia Antanaitis

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

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 T5J 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

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

ILLINOIS

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

INDIANA

Secretary of State
201 State House
Indianapolis, Indiana 46204

MICHIGAN

Department of the Attorney General's Office
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913

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

NEW YORK

New York Department of State
99 Washington Avenue, 6th Floor
Albany, NY 12231

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

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue, 5th Floor
Bismarck, North Dakota 58505-0510

OREGON

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

SOUTH DAKOTA

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

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 53701

EXHIBIT 3:
TABLE OF CONTENTS FOR THE FOLLOWING MANUALS:

Electronic Computer Troubleshooters Operations Manual (Shared Private Site)

- 1) Franchise Requirements
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 - b. Insurance Requirements
 - c. Marketing Directive
 - d. Branding Guidelines
 - e. Annual Survey
- 2) Franchise Infrastructure
 - a. Shared Private Site
 - b. Productivity Software – Office Suite
 - c. Franchisee Forums
 - d. Corporate Communication
 - e. Meetings and Events
 - f. Training
 - g. Technical Support
- 3) Building Your Business
 - a. Setting Up Your Office
 - b. Staffing
 - c. Accounting
 - d. Professional Services Application Software
- 4) Products
 - a. Residential Services
 - i. Onsite Break/Fix
 - ii. Remote Support
 - iii. Remote Access Solutions
 - iv. Cybersecurity Solutions
 - v. Hardware Sales
 - vi. Home Business Support
 - vii. Consumer Managed Services
 - b. CT Business Solutions
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 - ii. Remote Support
 - iii. Remote Access Solutions
 - iv. Hardware Sales
 - v. Cybersecurity Solutions
 - vi. Cloud Services
 - vii. Managed Services (MSP)
 - viii. Managed Security Services (MSSP)
- 5) Vendor Program
 - a. Program Guidelines

- b. Registration Requirements
 - c. Preferred Vendor Programs
 - d. Recommended Vendor Programs
- 6) Marketing Program
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 - b. Website
 - c. Digital Marketing
 - d. Email Marketing
 - e. Direct Mail Marketing
 - f. Local Marketing Initiatives
 - g. CT Webstore
- 7) Business Solutions Program
 - a. Sales Process Development
 - b. Opportunity Analysis
 - c. Managed Services Program Development Guide
 - d. Templates:
 - i. IT Services Agreement
 - ii. Mutual Non-Disclosure Agreement
 - iii. Proposals
 - iv. Presentations
 - v. Quarterly Business Review
 - vi. Opportunity Chart
- 8) CPR Dual-Branded Franchises Only
 - a. Marketing Support
 - b. Integrating computer services in a CPR store
 - c. Consumer Services
 - d. Business Services

This electronic Operations Manual has a total of 65 pages.

This electronic Operations Manual has a total of 80 pages.

EXHIBIT 4**LIST OF FRANCHISEES AS OF DECEMBER 31, 2020**

Owner Name	Address	City	State	Zip	Email	Phone
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	
Jordan Kahf	5642 E La Palma Ave, Suite 208	Anaheim	CA	92807	jkahf@cpr-stores.com	
Adam Jartanian	1802 W Olive Ave	Burbank	CA	91506	ajaratanian@cpr-stores.com	
John MacLeod	65-801 Avenida Barona	Desert Hot Springs	CA	92240		
Jordan Kahf	12571 Limonite Ave, Suite 250	Eastvale	CA	91752	jkahf@cpr-stores.com	
Adam Jartanian	16204 Devonshire St	Granada Hills	CA	91344	ajaratanian@cpr-stores.com	
Jordan Kahf	27901 La Paz Rd, #I	Laguna Niguel	CA	92867	jkahf@cpr-stores.com	
Frank Dean	3419 Via Lido Suite 290	Newport Beach	CA	92663		949-355-8543
Jordan Kahf	1804 N. Tustin Street	Orange	CA	92865	jkahf@cpr-stores.com	
Bruce Heffner	1850 Douglas Blvd. #402.	Roseville	CA	95661	bruce.heffner@cpr-roseville.com	
Adam Jartanian	2090 First St	Simi Valley	CA	93065	ajaratanian@cpr-stores.com	
Adam Jartanian	11304 Ventura Blvd	Studio City	CA	91604	ajaratanian@cpr-stores.com	
Adam Jartanian	3178 E Thousand Oaks Blvd	Thousand Oaks	CA	91362	ajaratanian@cpr-stores.com	
Jordan Kahf	1344 Newport Ave, #B.	Tustin	CA	92780	jkahf@cpr-stores.com	
Christian Espiritu/ Christopher Bolivar	1780 E Main St, Suite 400	Woodland	CA	95776	ccespiritu@cpr-stores.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
Michael Neal	1069 Cottonwood Ct	Apopka	FL	32712		407-709-4475
Keith Wilson	2607 S. Woodland Blvd	DeLand	FL	32720	keith@aacomputers.com	
Ruben/ Carla Aldrige	3267 Hodges Blvd. Suite 5	Jacksonville	FL	32224	ruben@cpr-jacksonville.com	
Patrick Montas	15574 SW 25th Street	Miramar	FL	33027	pmontas@comptroub.com	(954) 430-2777
John Koch	2831 University Parkway	Sarasota	FL	34243	jkoch@cpr-sarasota.com	
Cathy & Gin Campbell-Heroux	1472 66th St. N	St Petersburg	FL	33710	campbell@cpr-stpete.com	

Owner Name	Address	City	State	Zip	Email	Phone
Rick Bouse/ Ken Foster	1492 Apalachee Parkway Unit 11	Tallahassee	FL	32301	ken@cpr-tallahassee.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
Jamie Smid	3602 Kimball Ave	Waterloo	IA	50702	jsmid@comptroub.com	(319) 240-8581
Jeff Gasner/David Bell	329 E Rand Rd.	Arlington Heights	IL	60004	bvanpelt@cpr-arlingtonhts.com	
David Bell	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	
David Bell	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	
Bill Hettinher	328 Chrisman Drive	Streamwood	IL	60107	bhettinger@comptroub.com	(630) 504-0149
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
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Mark/Shannon Olivier	67077 Locke St.	Mandeville	LA	70471	mark@comptroub.com	(985) 624-2302
Frank Maggio	2045 Lakeshore Drive, Suite 212	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	
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
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	(612) 325-3049
Jennifer Pannell	3851 N. Gloster.	Tupelo	MS	38804	brad@cpr-tupelo.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	
Brent Belch	8020 Providence Rd Suite 400	Charlotte	NC	28277	brent.belch@cpr-onenc.com	
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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	

Owner Name	Address	City	State	Zip	Email	Phone
Joe Forth	109 Williamson Rd, Suite D	Mooresville	NC	28117	joe.forth@cpr-onenc.com	
Jeff Schiff	3004 Wake Forest Rd, Suite 102	Raleigh	NC	27609	jeff@cpr-raleighmidtown.com	
Brent Belch/ Randy Elliot	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	
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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	
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William Charles/ Levi Countryman	8100 Wyoming Blvd.	Albuquerque	NM	87113	celldoctorsfarmington@yahoo.com	
William Charles/ Levi Countryman	3510 E Main St.	Farmington	NM	87410	celldoctorsfarmington@yahoo.com	
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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
Richard Ring	175 E Alex-Bell, Rd. Suite 240	Centerville	OH	45459	rring@woh.rr.com	
Gabriel Constantin	1650 Worthington St. Apt E	Columbus	OH	43201		
Tara/ John Tabernik	25393 Lorrain Rd	North Olmsted	OH	44070	tara_tabernik@yahoo.com	
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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
Matt Barton	1120 N. Duck St., Ste. H	Stillwater	OK	74075	mbarton@comptroub.com	405-372-7025
Gregg Berkeley	3905 SW 117th Ave Suite J	Beaverton	OR	97005	gberkeley@cpr-oregon.com	
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Derrick James/ James & David Sommers	241 Chestnut St.	Meadville	PA	16335	derrickjames@fixedalready.com	
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Donald & Stacy Reinsel	144 Hershey Circle	Stewartstown	PA	17363	pa@comptroub.com	(717) 993-8328
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Maren Reaves	725 Britton Street	Anderson	SC	29621	mreaves@comptroub.com	(864) 225-1888
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Stephen Baxley/ Mike Pollard	1 Augusta Street	Greenville	SC	29601	sbaxley@cpr-sc.com	

Owner Name	Address	City	State	Zip	Email	Phone
Stephen Baxley	1618 Woodruff Rd	Greenville	SC	29607	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	
Jonathan Spotts	7 Stonebridge Blvd, Suite B.	Jackson	TN	38305	jonathan@spottspc.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 Lakhani/ Mark Bourg/ Zahid 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
Ryle Iriwn		Alexandria	VA			
Ryle Iriwn		Chantilly	VA			
Paul Phelps	4210 Portsmouth Blvd, Suite 144	Chesapeake	VA	23321		757-635-5883
Ryle Iriwn		Fairfax	VA			
Baron Harrison	504 North Avenue	Newport News	VA	23601		757-508-7339
Paul Phelps	2300 Lock Landing	Norfolk	VA			757-635-5883
Ryle Iriwn		Springfield	VA			
Moe Talesh	21335 Signal Hill Plaza Suite 250	Sterling	VA	20164 and 20170	talash@comptroub.com	(703) 820-6972
Paul Phelps	2300 Lock Landing	Suffolk	VA			757-635-5883
Clint Henderson	344 Maple Ave #304	Vienna	VA	22180	chenderson@comptroub.com	(703) 281-1017
Paul Phelps	2300 Lock Landing	Virginia Beach	VA			757-635-5883
Baron Harrison	504 North Avenue	Williamsburg	VA	23601		757-508-7339
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

EXHIBIT 5

LIST OF FORMER FRANCHISEES

**FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR
OR WITH WHICH WE HAVE HAD NO CONTACT IN THE LAST 10 WEEKS AS OF
DECEMBER 31, 2020**

Owner Name	Location Name	State	Email
Peter Dvorak	Naples	FL	pdvorak@pinnam.com
Franck Manyong	Downtown Miami	FL	fmanyong@gmail.com
Gene Bliss	Largo	FL	gbliss@cpr-gulfcoast.com
Fernando Ferreira	Gurnee	IL	fferreira@ameritech.net
Fernando Ferreira	Vernon Hills	IL	fferreira@ameritech.net
Jeff Gasner	Huntley	IL	jeff@cellphonerepair.com
Jim & Andrew Swank	Cockeysville	MD	andrewswanky@gmail.com
Jon Koopman	Hudsonville	MI	jon@cthudsonville.com
Brian Slipka & Kyle Opdhal	Bloomington	MN	kopdahl@cpr-minnesota.com
Brian Slipka & Kyle Opdhal	Coon Rapids	MN	kopdahl@cpr-minnesota.com
Brian Slipka & Kyle Opdhal	Eden Prairie	MN	kopdahl@cpr-minnesota.com
Brian Slipka & Kyle Opdhal	Maple Grove	MN	brian@slipka.com
Chris Phillips	Chesterfield	MO	chris.phillips314@gmail.com
Chris Phillips	Creve Couer	MO	chris.phillips314@gmail.com
Chris Phillips	Brentwood	MO	chris.phillips314@gmail.com
Chris Phillips	Columbia	MO	chris.phillips314@gmail.com
Chris Phillips	Wentzville	MO	chris.phillips314@gmail.com
Chris Phillips	South Asheville	NC	chris.phillips314@gmail.com
Joe Forth	Charlotte-Myers Park	NC	joe.forth@cpr-onenc.com
MMI CPR Akron Canton LLC	Fairlawn	OH	compliance@merrymtg.com
Scott Norris	Edmond	OK	scott@cpr-okc.com
Chris Phillips	Johnson City	TN	chris.phillips314@gmail.com
Brian Slipka & Kyle Opdhal	Hudson	WI	kopdahl@cpr-minnesota.com

EXHIBIT 6-A

AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF SOSI CPR LLC AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2020, AND AS OF DECEMBER 31, 2019 AND FOR THE PERIOD FROM OCTOBER 18, 2019 TO DECEMBER 31, 2019

SOSI CPR LLC

Consolidated Financial Statements

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019

SOSI CPR LLC
Index to the Consolidated Financial Statements
As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from
October 18, 2019 to December 31, 2019

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Consolidated Balance Sheets	2
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Consolidated Statements of Changes in Member’s Equity	4
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Report of Independent Auditors

To the management and Board of Directors of SOSI CPR LLC

We have audited the accompanying consolidated financial statements of SOSI CPR LLC and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations, of changes in member's equity and of cash flows for year ended December 31, 2020 and for the period from October 18, 2019 to December 31, 2019.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the 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.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audit. We conducted our audit 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 our 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, we consider internal control relevant to the Company'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 Company'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.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of SOSI CPR LLC and its subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the year ended December 31, 2020 and for the period from October 18, 2019 to December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

PricewaterhouseCoopers LLP

April 2, 2021

SOSI CPR LLC

Consolidated Balance Sheets

(amounts in thousands)

	December 31,	
	2020	2019
Assets		
Cash	\$ 4,940	\$ 1,721
Accounts receivable, net of allowances of \$22 and \$18 respectively	698	721
Other short-term assets	214	324
Total short-term assets	5,852	2,766
Goodwill and other intangible assets, net	12,316	12,338
Other long-term assets	578	303
Total assets	\$ 18,746	\$ 15,407
Liabilities		
Short-term liabilities		
Accounts payable and accrued expenses	\$ 2,059	\$ 1,165
Commissions payable	340	180
Total short-term liabilities	2,399	1,345
Deferred revenue	1,117	-
Total Liabilities	\$3,516	\$1,345
Member's Equity		
Member's capital	16,000	14,000
(Accumulated deficit) retained earnings	(770)	62
Total member's equity	15,230	14,062
Total liabilities and member's equity	\$ 18,746	\$ 15,407

See the accompanying Notes to the Consolidated Financial Statements.

SOSI CPR LLC

Consolidated Statements of Operations

(amounts in thousands)

	Year ended December 31, 2020	Period from October 18, 2019 to December 31, 2019
Revenues		
Royalty revenue	\$ 7,049	\$ 1,119
Other revenue	2,418	215
Total revenues	9,467	1,334
Expenses		
Commissions expenses	2,251	331
Cost of goods sold	842	-
Selling and administrative expenses	6,139	941
Amortization of intangible assets	1,067	-
Total expenses	10,299	1,272
Net (loss) income	\$ (832)	\$ 62

See the accompanying Notes to the Consolidated Financial Statements.

SOSI CPR LLC

Consolidated Statements of Changes in Member's Equity

(amounts in thousands)

	Member's Capital	Retained Earnings (accumulated deficit)	Total Member's Equity
Balance, October 18, 2019	\$ -	\$ -	\$ -
Capital contributions - cash	8,600		8,600
Capital contributions - other (Note 4)	5,400		5,400
Net income		62	62
Balance, December 31, 2019	<u>\$ 14,000</u>	<u>\$ 62</u>	<u>\$ 14,062</u>
Capital contributions – cash	2,000		2,000
Net loss		(832)	(832)
Balance, December 31, 2020	<u>\$ 16,000</u>	<u>\$ (770)</u>	<u>\$ 15,230</u>

See the accompanying Notes to the Consolidated Financial Statements.

SOSI CPR LLC

Consolidated Statement of Cash Flows

(amounts in thousands)

	Year ended December 31, 2020	Period from October 18, 2019 to December 31, 2019
Operating activities		
Net (loss) income	\$ (832)	\$ 62
Adjustments to reconcile net income to net cash provided by operating activities:		
Noncash expenses included in income:		
Depreciation and amortization	1,093	8
Bad debt expense	208	21
Change in operating assets and liabilities		
Change in accounts receivables	(185)	(97)
Change in other short-term assets	(108)	(45)
Change in other long-term assets	72	-
Change in accounts payable and accrued expenses	894	800
Change in commissions payable	146	12
Change in deferred revenue	(55)	-
Net cash provided by operating activities	1,233	761
Investing Activities		
Purchases of:		
Controlling interest in subsidiary, net of cash acquired (Note 3)	-	(7,626)
Fixed assets	(14)	(14)
Net cash used in investing activities	(14)	(7,640)
Financing Activities		
Member cash contributions	2,000	8,600
Net change in Cash	3,219	1,721
Cash at beginning of period	1,721	-
Cash at end of period	\$ 4,940	\$ 1,721

Supplemental information

As disclosed in Note 1, SOSI CPR LLC received a member non-cash contribution of \$5.4 million, representing the 40% ownership interest in MMI-CPR LLC, on October 31, 2019.

See the accompanying Notes to the Consolidated Financial Statements.

SOSI CPR LLC

Notes to the Consolidated Financial Statements

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

(1) Organization and business activities

Organization – SOSI CPR LLC (“SOSI CPR” or the “Company”), formed on October 18, 2019 in the State of Delaware, is a wholly owned subsidiary of Service Optimization Solutions, Inc. (“SOSI”), a Florida corporation. SOSI is ultimately wholly owned by Assurant, Inc., a Delaware corporation whose common stock trades on the New York Stock Exchange (“NYSE”) under the symbol AIZ.

SOSI contributed \$8.6 million to the Company, subsequent to its formation in 2019, for the purposes of its initial capitalization. On October 31, 2019, SOSI contributed its 40% interest in MMI-CPR, LLC (CPR) to the Company and SOSI CPR acquired the remaining 60% interest in CPR from Merrymeeting, Inc. and HUNIL, LLC for cash consideration of \$8.1 million.

Nature of Business – CPR (doing business as Cell Phone Repair and Computer Troubleshooters) licenses and franchises with independent contractors in the United States and internationally. Cell Phone Repair franchisees operate tablet, laptop, game console, wireless devices, computer and electronic device repair and sales businesses in approximately 850 locations within the United States and ten other countries. Computer Troubleshooters franchisees operate information technology service offices in approximately 150 franchise locations within the United States and four other countries.

(2) Summary of significant accounting policies

Basis of presentation - The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). Amounts are presented in United States of America (“U.S.”) dollars and all amounts are in thousands, unless otherwise noted. Certain prior period amounts have been reclassified to conform to the 2020 presentation.

Principles of consolidation - The consolidated financial statements include SOSI CPR, CPR and its wholly owned subsidiary, CPR Training and Repair Systems, Inc. Intercompany accounts and transactions have been eliminated.

Use of estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and equity. The Company believes all amounts reported are reasonable and adequate, though actual amounts could differ from those estimates.

Fair value - The Company uses an exit price for its fair value measurements. An exit price is defined as the amount received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In measuring fair value, the Company gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs.

Fair value of financial instruments - The Company's financial instruments include cash, accounts receivable and accounts payable. The carrying value of the Company's accounts receivable and accounts payable approximate their fair value due to the short-term nature of these assets and liabilities.

Accounts receivable - Accounts receivable includes amounts due from franchisees for royalty fees, franchise fees, parts sales, advertising fees and other services. Accounts receivable are presented net of

SOSI CPR LLC

Notes to the Consolidated Financial Statements

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

allowances for doubtful accounts, which are evaluated by the Company each reporting period based on evaluations of historical collection rates.

Other short-term assets - Other short-term assets include certain prepaid expenses and inventory. Prepaid expenses are recognized over the period of benefit associated with the amounts paid. Inventory relates to wireless devices available for sale to the franchisees. Inventory is carried at lower of cost or net realizable value determined on an average cost basis. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable cost of disposal. The Company reviews its inventory periodically for obsolete or slow-moving items and other indications of impairment based on current market values at each period. This analysis is used to adjust obsolete and other items to the lower of cost or net realizable value.

Goodwill and other intangible assets - Goodwill represents the excess of acquisition costs over the net fair value of identifiable assets acquired and liabilities assumed in a business combination. Goodwill is deemed to have an indefinite life and is not amortized, but rather is tested at least annually for impairment, or more frequently if indicators of impairment exist. Such indicators may include a significant adverse change in legal factors, an adverse action or assessment by a regulator, unanticipated competition, loss of key personnel or a significant decline in the Company's expected future cash flows due to changes in company-specific factors or the broader business climate. The evaluation of such factors requires considerable management judgment. At the time of the annual goodwill test, the Company has the option to first assess qualitative factors to determine whether it is necessary to perform a quantitative goodwill impairment test. The Company is required to perform an additional quantitative step if it determines qualitatively that it is more likely than not (likelihood of more than 50 percent) that the fair value of the Company is less than the carrying amount, including goodwill. Otherwise, no further testing is required. If the Company determines that it is more likely than not that its fair value is less than the carrying value, or otherwise elects to perform the quantitative testing, the Company compares the estimated fair value with its net book value. If the estimated fair value exceeds its net book value, goodwill is deemed not to be impaired. If the net book value exceeds its estimated fair value, an impairment loss will be recognized for the amount by which the carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill.

The Company performed a qualitative goodwill impairment test during 2020 and concluded that goodwill was not impaired. In conducting the qualitative assessment, the Company analyzed its actual and projected growth trends for revenues and income, as well as historical versus planned performance. Although the Company incurred a net loss during 2020, the future projections and plans provide sufficient growth prospects and positive earnings in future years. The Company also considered that there was income when excluding intangible asset amortization, as well as that the net loss was in part due to the pandemic environment which had suppressed economic growth and delayed franchise expansion in the first part of 2020 (and that performance in the latter half of 2020 was improving in relation to its operating plans). Based on this assessment, management determined that it was more likely than not that the fair value of the Company was in excess of the carrying amount, including goodwill, and therefore quantitative impairment testing was not necessary.

Intangible assets that have finite lives are required to be amortized over their estimated useful lives, based on the pattern in which the intangible asset is consumed, which may be other than straight-line. Estimated useful lives of finite intangible assets are required to be reassessed each reporting period. For intangible assets with finite lives, impairment is recognized if the carrying amount is not recoverable and exceeds the fair value of the intangible asset. Generally, intangible assets with finite lives are only tested for impairment

SOSI CPR LLC

Notes to the Consolidated Financial Statements

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

if there are indicators of impairment (“triggers”) identified. Triggers include, but are not limited to, a significant adverse change in the extent, manner or length of time in which the intangible asset is being used or a significant adverse change in legal factors or in the business climate that could affect the value of the other intangible asset.

Other long-term assets - Other long-term assets primarily represent the Company’s 20% investment in a foreign mobile repairs and services company, as well as property and equipment and deferred commission expense. The foreign investment is accounted for at cost as the Company does not exert significant influence over the entity. Property and equipment is reported at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets which range from three to seven years. The Company pays commissions to third parties who identify and secure new franchisees. Such commissions are capitalized and are amortized over the franchise contract period.

Accounts payable and accrued expenses – Accounts payable and accrued expenses include amounts owed pursuant to a management services agreement to perform accounting services, franchise sales and support, convention planning and management, vendor management, as well as information technology services and support. The Company does not have any employees and therefore relies on such services agreement for its primary operational support. Accounts payable and accrued expenses also include amounts allocated from affiliated entities for audit fees, legal fees, and other costs. Amounts are expensed as incurred.

Commissions payable – The Company incurs commission expenses to third parties as referenced above. The unpaid commissions are reflected as commissions payable within the Consolidated Balance Sheet.

Deferred revenues: Deferred revenues are recorded when cash payments are received in advance of the satisfaction of performance obligations, primarily related to initial franchise fees. Deferred initial franchise fees primarily relate to amounts received whereby the Company has not completed its franchisee performance obligations, such as those related to store pre-opening services. Deferred revenues also include up-front area development fees that are paid to the Company by third parties for exclusive rights over a multi-year period.

Revenue recognition

The Company adopted FASB Accounting Standards Codification (“ASC”) Topic 606, Revenue from Contracts with Customers (“ASC 606”) on January 1, 2020 using the modified retrospective transition method. The Company’s Financial Statements reflect the application of ASC 606 guidance beginning in 2020. The application of the revenue recognition standard had no material impact to the Company.

On January 28, 2021, the FASB issued Accounting Standards Update (ASU) 2021-02, Franchisors—Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient. The amendments in ASU 2021-02 provide a practical expedient related to ASC 606, in that the guidance permits franchisors that are not public business entities to account for pre-opening services provided to a franchisee as distinct from the franchise license. The Company adopted the standard and made an accounting policy election to recognize the pre-opening services as a single performance obligation. As provided in the ASU, the Company early adopted the guidance effective January 1, 2020.

Royalty revenue– The primary source of revenue consists of royalty fees based on the sales of products and services by the franchisees. Royalty revenues are primarily based on a percent of sales and recognized at the time the underlying sales occur.

SOSI CPR LLC

Notes to the Consolidated Financial Statements

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

Other revenue – Other revenue includes initial and renewal franchise fees, area development fees, device sales revenue, service revenue, technology fees and other fees related to the sales of software licenses.

Initial and renewal franchise fees: These fees cover performance obligations for pre-opening services including assistance related to a) location of site, b) development and planning of any construction or remodeling, c) assistance with ordering the initial equipment, signs, fixtures, opening inventory and supplies, d) furnishing advice and guidance regarding advertising e) providing operating manuals and guidance f) and providing other advice and information associated with the use and application of the applicable franchise products and services. These services are considered to be a single performance obligation and are recognized within the year of store opening.

Area development fees: These fees consist of separate ongoing obligations to franchisees on operation counselling and sales techniques. The fees are recognized over the franchise agreement term.

Device sales revenues: These revenues are generated from the sale of wireless devices to franchisees. These wireless devices are owned and included in inventory by the Company until they are sold. Revenue is recognized when the devices are shipped, and when the title and risk of loss have transferred.

Service revenues: These revenues are generated from the refurbishment and repair of devices. Revenue is recognized at a point in time, upon shipment of refurbished or repaired devices.

Technology fees: These fees are earned for providing franchisees access to proprietary software, websites and other technology services. Such amounts are recognized as earned, generally on a bi-weekly or monthly basis.

Cost of goods sold – Cost of goods sold includes costs associated with sales of devices and other products to franchisees.

Selling and administrative expenses - Selling and administrative expenses include expenses incurred under a third-party management services agreement for information technology, finance, accounting and other administrative expenses. The expenses include allocated expenses recognized by affiliates and charged to SOSI CPR for employee compensation, postage and other services, as well as costs associated with office, professional, advertising, promotional, technology and bad debt, and the cost to refurbish and repair devices that generate service revenues.

National advertising fund (NAF) – The Company participates in a national advertising fund with its franchisees established to collect and administer funds contributed for use in advertising and promotional programs, designed to increase sales and enhance the reputation of the Company and its franchisees. Contributions to the fund are required of the franchisees and are generally based on a percentage of franchisee billings, up to a specific amount. The fund is required to spend all amounts collected on advertising and promotional programs. Amounts due from franchisees or advances the Company makes to the fund are presented within Accounts receivables and amounts due to third parties associated with the advertising and promotional activities, or contributions expected to be used for future advertising or promotional programs, are presented within Accounts payable. As the contributions to the fund are designated and segregated for advertising and promotion, the Company acts as an agent for the franchisees with regard to these contributions. Thus, franchisee contributions are not reflected in the Company's

SOSI CPR LLC

Notes to the Consolidated Financial Statements

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

Consolidated Statement of Operations or Consolidated Statement of Cash Flows.

Income taxes - Under U.S. federal and state income tax law, the Company, a single member LLC, is treated as a disregarded entity that is deemed not separate from its member and hence is not a taxable entity. Therefore, no payable or receivable has been established in the consolidated financial statements for income taxes. The member is responsible for reporting the Company's income or loss in its tax return.

Recent accounting pronouncement – not yet adopted

Measurement of credit losses on financial instruments held at amortized cost ("CECL"): In June 2016, the FASB issued amended guidance on reporting credit losses for assets held at amortized cost and available for sale debt securities. For assets held at amortized cost, the amended guidance eliminates the probable recognition threshold and instead requires an entity to reflect the current estimate of all expected credit losses. The amendments affect receivables of the Company. The guidance is effective beginning January 2023 for private companies, though early adoption is permitted. The Company is evaluating the requirements of this guidance and the potential impact on the Company's financial position and results of operations.

(3) Acquisition

On October 31, 2019, SOSI contributed its 40% interest in CPR to the Company and SOSI CPR acquired the remaining 60% interest in CPR from Merrymeeting, Inc. and HUNIL, LLC for cash consideration of \$8.1 million, for an enterprise value of \$13.5 million.

The acquisition was accounted for under the acquisition method. Under the acquisition method, the results of operations of the acquired business are included in the acquiror's financial statements from the date of acquisition. Accounting for acquisitions include the requirement that the purchase accounting be completed within one year of the acquisition date (referred to as the measurement period). This includes the assignment of the purchase price to the fair value of the assets acquired (including tangible assets, goodwill, and other intangible assets) and liabilities assumed.

As of December 31, 2019, the initial purchase accounting was incomplete. As such, management recorded provisional amounts within the balance sheet. Those provisional amounts have been adjusted within the measurement period in 2020 to reflect the final assets and liabilities from acquisition.

Assets acquired and (liabilities) assumed of CPR as of the acquisition date are as follows:

SOSI CPR LLC

Notes to the Consolidated Financial Statements

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

Cash	\$	474
Accounts receivable		644
Other short-term assets		62
Other long-term assets		656
Accounts payable and accrued expenses		(365)
Commission payable		(182)
Deferred revenue		(1,172)
Total net tangible assets acquired		117
Goodwill and intangible assets		13,383
Total acquisition fair value (1)	\$	13,500

- (1) The acquisition fair value was determined based on the implied value of the \$8.1 million purchase price for the 60% interest in CPR; SOSI had contributed the 40% interest at the remeasured \$5.4 million for its 40% interest in CPR.

Final adjustments made to provisional amounts recorded as of December 31, 2019, as well as intangible asset amortization expense recorded in 2020, consisted of the following:

	Goodwill	Other intangible assets	Total goodwill and other intangible assets	Net tangible assets acquired	Total
Balance at December 31, 2019 ^(a)	\$ 12,338		\$ 12,338	\$ 1,162	\$ 13,500
Identification of franchise relationships	(4,408)	4,408	-		
Identification of brand names	(1,144)	1,144	-		
Other short-term assets ^(b)	218		218	(218)	
Deferred revenue adjustment ^(c)	1,172		1,172	(1,172)	
Other long-term assets ^(d)	(359)		(359)	359	
Commissions payable ^(e)	14		14	(14)	
Adjusted balance at December 31, 2019	7,831	5,552	13,383	117	13,500
Amortization of intangible assets		(1,067)	(1,067)		
Ending balance at December 31, 2020	\$ 7,831	\$ 4,485	\$ 12,316	\$ 117	\$ 13,500

(a) Opening goodwill as of December 31, 2019 had not been separated into goodwill and intangible assets, pending adjustments that would be recorded through the measurement period.

(b) Other short-term assets adjustments primarily relate to final measurement of deferred expenses in the national advertising fund balance.

(c) Deferred revenue adjustments relate to finalization of revenue to be deferred over the performance obligation period.

(d) Other long-term assets adjustments include the deferral of certain commissions expenses, that correlate to deferred and other revenues to be earned over the franchise contract terms.

(e) Commissions payable adjustments relate to the final measurement of area developer's commissions.

Goodwill of \$7,831 is mainly attributable to expected growth and profitability.

The following table shows the purchase price allocation to intangible assets, including the effect of measurement period adjustments to provisional estimates as described above.

SOSI CPR LLC**Notes to the Consolidated Financial Statements**

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

Finite Life Intangible Assets		
Intangible Assets	Useful Life	Amount
Franchise Rights	10-years	\$ 4,408
Trade Name	5-years	1,144
Total		\$ 5,552

Total amortization of finite-life intangible assets related to the acquisition was \$1.1 million for the year ended December 31, 2020. At December 31, 2020, the estimated amortization of finite-life intangible assets related to the acquisition for the next five years and thereafter is as follows:

Finite Life Intangible Assets	
Year	Amortization
2021	\$ 967
2022	845
2023	778
2024	656
2025	393
Thereafter	846
Total	\$ 4,485

(4) Member's capital

Member's capital reflects the \$8.6 million cash contribution and the \$5.4 million non- cash contribution of the 40% interest of CPR in October 2019, and the \$2.0 million cash contribution in February 2020. All the equity interest in the Company is owned by SOSI, as the sole member.

(5) Commitments and Contingencies

Guarantees - In connection with the acquisition of CPR, SOSI CPR agreed to guarantee the duties and obligations of CPR and Computer Troubleshooters, under the various franchise agreements and as referenced in its franchise disclosure document.

Litigation - The Company may become directly (or indirectly through its affiliates) involved in litigation in the ordinary course of business. The Company may from time to time be subject to a variety of legal and regulatory actions relating to the Company's current and past business operations.

Although the Company cannot predict the outcome of any pending or future litigation, examination or investigation, it is possible that the outcome of such matters could have a material adverse effect on the Company's results of operations or cash flows for an individual reporting period. However, based on currently available information, management does not believe that any pending matters are likely to have a material adverse effect, individually or in the aggregate, on the Company's consolidated financial statements.

SOSI CPR LLC**Notes to the Consolidated Financial Statements**

As of and for the year ended December 31, 2020, and as of December 31, 2019 and for the period from October 18, 2019 to December 31, 2019
(in thousands unless otherwise noted)

Risks and Uncertainties - The Company continues to closely monitor developments related to the COVID-19 pandemic to assess the ongoing impact on its business, results of operations and financial condition. While still evolving, the COVID-19 pandemic has caused significant global economic and financial market disruption, resulting in increased financial market volatility, business and operational challenges such as the temporary closures of businesses, and overall diminished expectations for the economy and the financial markets.

At this time, it is not possible to estimate how long it will take to halt the spread of the virus or the long-term effects that the COVID-19 pandemic could have on the economy or the Company's business. The extent to which the COVID-19 pandemic impacts the Company's business, results of operations or financial condition will depend on future developments which are highly uncertain and difficult to predict, including the severity and duration of the pandemic and the actions taken by government authorities and other third parties to contain or address its impact. Even after the COVID-19 outbreak has subsided, the Company may experience materially adverse impacts to its business, results of operations and financial condition as a result of the pandemic's global economic impact.

(6) Subsequent events

The Company evaluated subsequent events through April 2, 2021, the date the accompanying consolidated financial statements were available to be issued and has determined that there were no subsequent events requiring disclosure in these financial statements.

EXHIBIT 6-B

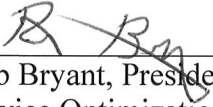
GUARANTY

GUARANTEE OF PERFORMANCE

For value received, SOSI-CPR,LLC, a Delaware limited liability company, located at 11222 Quail Roost Drive, Miami, FL 33157 (the "*Guarantor*") , absolutely and unconditionally guarantees to assume the duties and obligations of MMI-CPR, LLC dba Computer Troubleshooters, a Delaware Limited Liability Company, located at 7100 E. Pleasant Valley Rd., Ste. 300, Independence, OH 44131 (the "*Franchisor*"), under its franchise in each state, and under its Franchise Agreement identified in its April 30, 2021 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 Atlanta, Georgia on the 30th day of April, 2021.

Guarantor:
SOSI-CPR, LLC
a Delaware Limited Liability Company

By: 

Rob Bryant, President
Service Optimization Solutions, Inc.
On behalf of SOSI-CPR, LLC

EXHIBIT 7
STATE ADDENDA

Additional disclosures for the multi-state franchise disclosure document and Franchise Agreement of MMI-CPR, LLC

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 binding arbitration. The arbitration will occur at Cuyahoga County, Ohio with the costs being borne by that party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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.

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 705/19 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.*).

5. The Franchise Agreement and Item 17 of the franchisor's Franchise Disclosure Document shall include the following disclosure: Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

6. The following is added to Section 7(a) of the Franchise Agreement: The collection of the initial franchise fee will be deferred until we have fulfilled our initial pre-opening obligations and the franchisee is open for business.

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 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 statute 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.

6. The collection of initial franchise fees will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

WISCONSIN

1. The Wisconsin Fair Dealership Law Ch. 135, Sections 135.01-135.07 may affect the termination provisions of the Franchise Agreement.

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 MMI-CPR, LLC dba Computer Troubleshooters, a Delaware Limited Liability Company, 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 are 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 its 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 _____.

MMI-CPR, LLC dba Computer Troubleshooters,
a Delaware Limited Liability Company

By _____
Name, Title

By _____
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 MMI-CPR, LLC is a Delaware limited liability, ("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

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: April 30, 2021

Hawaii: N/A

Illinois: April 30, 2021

Indiana: April 30, 2021

Maryland:

Michigan:

Minnesota:

New York: April 30, 2021

North Dakota: April 30, 2021

Rhode Island: N/A

South Dakota: April 30, 2021

Virginia:

Washington:

Wisconsin: April 30, 2021

In all other states not listed above, the effective date of this Franchise Disclosure Document is the issuance date of April 30, 2021.

EXHIBIT 10
RECEIPTS

RECEIPT

(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 MMI-CPR, LLC 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. Under Iowa law, MMI-CPR, LLC must give you this Disclosure Document at the earlier of your first personal meeting with MMI-CPR, LLC or 14 calendar days before you sign an agreement with, or make a payment to, MMI-CPR, LLC 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. Michigan requires that MMI-CPR, LLC give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If MMI-CPR, LLC 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

Other: _____

7100 E. Pleasant Valley Road, Ste. 300

Independence, Ohio 44131

Other: _____

DATE OF ISSUANCE: April 30, 2021

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

I have received a Franchise Disclosure Document dated April 30, 2021. This Disclosure Document included the following Exhibits:

Exhibit 1: Franchise Agreement

Exhibit 2: Names and Addresses of State Administrators and Agents for Service of Process

Exhibit 3: Table of Contents for Operations Manuals

Exhibit 4: List of Existing Franchisees

Exhibit 5: List of Former Franchisees

Exhibit 6-A: Audited Consolidated Financial Statements

Exhibit 6-B: Guaranty

Exhibit 7: State Addenda

Exhibit 8: Termination Agreement

Exhibit 9: Waiver and Release of Claims Agreement

Exhibit 10: Receipts

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: _____

RECEIPT
(PLEASE RETURN THIS TO US)

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 MMI-CPR, LLC 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. Under Iowa law, MMI-CPR, LLC must give you this Disclosure Document at the earlier of your first personal meeting with MMI-CPR, LLC or 14 calendar days before you sign an agreement with, or make a payment to, MMI-CPR, LLC 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. Michigan requires that MMI-CPR, LLC give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If MMI-CPR, LLC 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.

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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: _____