FRANCHISE DISCLOSURE DOCUMENT

Epoxy Depot Franchise Inc.
A Pennsylvania Corporation
235 West Penn Ave., Cleona, PA 17402
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We offer qualified individuals and entities the opportunity to operate a franchise that provides training, products and equipment for all expoxy and concrete needs under the mark Epoxy Depot® (each a "Franchised Business"). Epoxy Depot Franchised Businesses provide the highest quality epoxy and the tools and equipment needed to make any surface a masterpiece.

The total investment necessary to begin operation of a Epoxy Depot Franchised Business is $299,982 to $517,632. This includes $100,000 that must be paid to the franchisor and its affiliate(s).

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 marie@epoxydepotusa.com, 235 West Penn Ave., Cleona, PA 17402, 805-689-1724.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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: September 30, 2025

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 D and EXHIBIT E.
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 EXHIBIT F includes 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 Epoxy Depot 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 an Epoxy Depot franchisee?	Item 20 or EXHIBIT D and EXHIBIT E 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 C.

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 mediation, arbitration and/or litigation only in Pennsylvania. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate or litigate with the franchisor in Pennsylvania than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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

The Franchisor

To simplify the language in this disclosure document, "Epoxy Depot Franchise Inc.," "Epoxy Depot," "we," or "us" means Epoxy Depot Franchise Inc., the franchisor. "You" means the business entity that buys the franchise and includes each partner, shareholder, member, or another owner of that entity. We are a Pennsylvania corporation formed on December 23, 2024. We began selling franchises on September 30, 2025. Our principal office is located at 235 West Penn Ave., Cleona, PA 17042. Our agents for service of process are listed in EXHIBIT C. We do business under the name Epoxy Depot. We do not conduct business in any other line of business, and we do not offer franchises in any other line of business.

Predecessors, Parents, and Affiliates

Our parent company, PA Epoxy Inc., was formed on June 18, 2019, and its address is 235 West Penn Ave., Cleona, PA 17042. It operates an Epoxy Depot location similar to the business franchisees will operate in Pittsburgh, Pennsylvania. The Pittsburgh location's address is 4001 Crooked Run Rd North Versailles, PA 15137, and it began operation in March 2020. It does not conduct any other business.

Our affiliate, Epoxy Depot Inc., was formed December 16, 2020, and its address is 235 West Penn Ave., Cleona, PA 17042. It is a subsidiary of PA Epoxy Inc. and owns several affiliate entities that operate businesses similar to the business that franchisees will operate. Their names, principal business addresses, and dates of formation are in the chart below. They operate Epoxy Depot locations similar to the business franchisees will operate. They do not conduct any other business.

Epoxy Depot Harrisburg	Epoxy Depot Harrisburg, Inc.	4747 Jonestown Rd Harrisburg, PA 17109	June 2019
Epoxy Depot Charlotte	Epoxy Depot Charlotte, Inc.	3927 Morrisfield Dr. Charlotte, NC 28208	February 2021
Epoxy Depot SC	Epoxy Depot Upstate, Inc.	1865 Main St. Unit I Duncan, SC 29334	May 2021
Epoxy Depot Baltimore	Epoxy Depot Baltimore, Inc.	7525 Connelley Dr. Ste H Hanover, MD 21076	May 2021
Epoxy Depot Philadelphia	Epoxy Depot Philadelphia, Inc.	455 Parkway Dr. Broomall, PA 19008	October 2020

Epoxy Depot Jacksonville	Epoxy Depot Jacksonville, Inc.	10592 Balmoral Cir. E, Ste 7 Jacksonville, FL 32218	September 2024
Epoxy Depot Charleston	Epoxy Depot Charleston, Inc.	3208 Mill St., #100, Summerville, SC 29485	April 2025

The Franchise Offered

We offer franchises for the operation of Franchised Businesses that offer training, products, and equipment for all epoxy and concrete needs. Epoxy Depot locations provide the highest quality epoxy and the tools and equipment needed to make any surface a masterpiece. Providing the best training, services, products, equipment and value in the industry, Epoxy Depot locations are the local, reliable and trusted source for coatings. We offer franchises for the operation of an Epoxy Depot franchised business (each a "Franchised Business") under the form of the franchise agreement attached to this Disclosure Document as Exhibit A (the "Franchise Agreement").

As an Epoxy Depot franchisee, you will use specialized business formats and systems, called the "System," which we may modify, supplement, and update. You will use certain service or trademarks and other commercial symbols referring to the Epoxy Depot brand, products, and services, which we call the "Marks." Epoxy Depot Franchised Businesses must provide all and only Epoxy Depot products and services unless we consent in writing.

You will operate from an approved location that must be located in the geographical region wherein you are awarded the right to operate the Franchised Business and provide the approved services and approved products to new and existing clientele (your "Territory").

General Description of the Market and Competition.

The market is developing, with some nationally recognized businesses that sell a portion of Epoxy Depot's goods and services, focusing primarily on paint rather than floor coating. Epoxy Depot provides full service floor coating services, supplies and equipment, which its competitors do not. Epoxy Depot has an array of systems, equipment and accessories, as well as manufacturing capability.

Industry-Specific Regulations.

Your Epoxy Depot Franchised Business will be subject to and have to comply with laws governing business generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupation, Health and Safety Act.

Certain states may restrict the ability to operate this business from your home. You should investigate your state and local laws prior to signing a Franchise Agreement.

There may also be state and local statutes, regulations, laws, licensure requirements, and ordinances specific to your state or local area. It is your responsibility to investigate and comply with all laws affecting your Franchised Business.

ITEM 2. BUSINESS EXPERIENCE

Steven Moore – President and Chief Executive Officer

Mr. Moore has served as the President and Chief Executive Officer of Epoxy Depot Franchise Inc. since December 23, 2024, in Cleona, Pennsylvania. Mr. Moore is also the President of our parent company, PA Epoxy Inc., and has been since June 18, 2019.

Tammey Koenig – Chief Financial Officer

Ms. Koenig has served as the Chief Financial Officer of PA Epoxy Inc. since February of 2021, in Cleona, Pennsylvania.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this disclosure document.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this disclosure document.

ITEM 5. INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee ("Initial Franchise Fee") of $40,000 in full when you sign the Franchise Agreement for your Territory. You will also pay us a logistics fee of $60,000 ("Logistics Fee") upon approval of your location. The Initial Franchise Fee and Logistics Fee are uniformly charged for all franchises currently being offered and includes the cost for us to supply your initial inventory and equipment. The Initial Franchise Fee and Logistics Fee are considered fully earned and is nonrefundable under any circumstances.

ITEM 6. OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty[1]	30% of Gross Revenues	For the previous month, collected during the first week of the following month.	Will be debited automatically from your bank account by ACH or other means designated by us.
Brand Fund Contribution[2]	5% of Gross Revenues	For the previous month, collected during the first week of the following month.	Will be debited automatically from your bank account by ACH or other means designated by us.
COGS Fee	Actual COGS	Due on the Monday for the previous week of COGS	Will be debited automatically from your bank account by ACH or other means designated by us.
Improperly Rotated Expired Stock	Cost of product + 30%	Upon occurrence	Will be debited automatically from your bank account by ACH or other means designated by us.
Inventory Audit Discrepancy	Cost of product + 30%	Upon occurrence	Will be debited automatically from your bank account by ACH or other means designated by us.
Damaged Inventory	Cost of product + 30%	Upon occurrence	Will be debited automatically from your bank account by ACH or other means designated by us.
Local Advertising Marketing and Promotional Expenditures[3]	2% of Gross Revenues.	Measured monthly or based on seasonality cycle - as incurred by you	Paid to third-party vendors; may be collected and remitted to vendors by us if threshold is not met.
Technology Fee (POS/ERP[4], Communication and Collaboration)	Up to $500, currently $125	Monthly - Paid to franchisor	Will be debited automatically from your bank account by ACH or other means designated by us.

Name of Fee	Amount	Due Date	Remarks
Conference Convention Fee	Up to $1500	Paid to franchisor in the year when a conference occurs. Payment is required regardless of attendance	Will be debited automatically from your bank account by ACH or other means designated by us.
Transfer Fee[5] (a) All transfers except as provided in (b) below. (b) Transferee is an entity controlled and owned by current Franchisee.	25% of the then current franchise fee, with a maximum of $25,000 No charge.	The transfer fee is paid upon application to transfer	This fee may increase up to 10% each year of the term.
Renewal Fee	$2,500	Upon signing a then current form franchise agreement	Payable if we approve your renewal request and upon signing our then current franchise agreement. This fee may increase up to 10% each year of the term.
Operating Manual Replacement Fee	$500	As Incurred to Franchisor	This fee may increase up to 10% each year of the term.
Additional Attendees during initial training	$500 per person	Due before initial training to franchisor	
Additional training	Currently $500 per person per day plus expenses incurred	As Incurred prior to beginning of additional training	This fee may increase up to 10% each year of the term.
Interest	1.5% per month or highest rate allowed by law	As Incurred	Payable on all overdue amounts, fees, charges, and payments due to us under the

Name of Fee	Amount	Due Date	Remarks
			Franchise Agreement. Interest rate cannot exceed legal rate allowed by law and may be adjusted to reflect same.
Reporting Non-Compliance	$150 per occurrence, plus our costs	14 days of invoice	Payable for failure to timely submit Royalty and Activity Reports, and other reports and financial statements as required under Franchise Agreement. This fee may increase up to 10% each year of the term.
Operations Non-Compliance	$450 to $1,000 per occurrence, plus our costs	14 days of invoice	Payable for failure to comply with operational standards as required and specified under Franchise Agreement, plus inspection and re-inspection costs incurred by us. This fee may increase up to 10% each year of the term.
Payment Non-Compliance	$150 per occurrence, plus our costs		Payable for failure to timely pay, when due, a fee or payment due to us under the Franchise Agreement, plus interest, costs and legal fees. This fee may increase up to 10% each year of the term.
NSF Check Fee of Failed Electronic Fund Transfer	$50 per violation	As incurred	Payable if your bank account possesses insufficient funds and/or fails to process a payment or transfer related to a fee due from you to us. This fee may increase up to 10% each year of the term.
Relocation Fee[6]	Costs and expenses.	As Incurred	Payable if you wish to relocate the Franchised Business' premises.

Name of Fee	Amount	Due Date	Remarks
Testing or Supplier Approval Fee	Actual fees, costs, and expenses	Within 14 days of invoice	You must pay us the costs incurred by us to review and evaluate a potential supplier, product, or service that you submit to us for approval.
Audit Fee[7]	Costs and expenses.	As incurred	For costs incurred by us for each financial audit, provided the audit determines underreporting of 2% or greater during any designated audit period. Includes fees incurred by us including audit, legal, travel and reasonable accommodations, plus interest and late fees on the underreported amount.
Quality Assurance Audit	Actual costs incurred by us	As invoiced	Payable if we engage a third-party to perform periodic quality assurance audits, including mystery shopper programs.
Collections	Actual fees, costs, and expenses	On demand	For costs and expenses incurred by us in collecting fees due to us, and/or to enforce the terms of the franchise agreement or a termination of the franchise agreement. Includes costs and expenses of re-inspections required by quality assurance audit.
Legal fees and expenses	Costs and expenses, including but not limited to attorneys' fees for any failure to pay amounts when due or failure to comply in any way with the Franchise	As Incurred	

Name of Fee	Amount	Due Date	Remarks
	Agreement		
Management Fee	20% of Gross Sales in the event we choose to operate franchise due to death, disability, etc., plus our expenses	Weekly with Royalty payment	
Indemnification	The amount of any claim, liability or loss we incur from your Franchised Business.	As Incurred	
Post-Termination or Post-Expiration Expenses	Costs and expenses.	As Incurred	

Notes:

All fees are nonrefundable and uniformly imposed on all new franchisees. Some franchisees under future versions of our franchise agreement may be obligated to pay more, less, or different fees than what is listed here.

1. Royalty – The Royalty shall be paid on Gross Revenues. "Gross Revenues" shall include all revenue generated from operating the Franchised Business, whether in cash, in services in kind, from barter and/or exchange, or otherwise, less any sales tax or refunds for non-salvageable items, less any sales tax collected on behalf of taxing authorities.

2. Brand Fund Contributions are paid directly to the Brand Fund. We may reallocate all or a portion of this fee to a Regional Advertising program if one is established in your region.

3. The Local Advertising, Marketing and Promotional expenditures are paid to third parties. We reserve the right to collect the required fee and remit it to vendors if you are not meeting the monthly requirement.

4. The Technology Fee is for support of our communication systems and POS/ERP. We may increase this fee with 30-days' notice based on suppliers' price increases or new technology expenses.

5. The Transfer Fee is paid to us upon your application to transfer your Franchised Business to a third party. We have a right of first refusal to meet or exceed any offer to purchase your Franchised Business that you receive from a third party.

6. Any relocation must be approved in writing by us. Except in cases of emergency, the new premises must be occupied and open prior to vacating the

old location. If we inur expenses in approving, reviewing, and processing your relocation request, you must reimburse us.

7. You must reimburse us for the cost of the auditor, plus late fees and interest at prime, and the cost of the audit, if the audit reveals a difference in reported royalties that are 2% or greater.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	Low	High			
Initial Franchise Fee[1]	$40,000	$40,000	Lump sum	At signing of Franchise Agreement	The Initial Franchise Fee is paid to us
Logistics Fee[2]	$60,000	$60,000	Lump sum	At signing of Franchise Agreement	The Logistics Fee is paid to us
Construction, Leasehold Improvements[3]	$5,000	$50,000	As incurred	Before opening	Contractor/Third-party providers
Furniture and Fixtures[4]	$2,000	$5,000	As incurred	Before opening	Contractor/Third-party providers
Equipment[5]	$14,000	$47,000	Lump sum	Before opening	Third-party providers
Signage (interior and exterior)[6]	$600	$10,000	As incurred	Before opening	Third-party providers
Computer, Software and	$800	$1,200	Lump sum	Before opening	Third-party providers

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	Low	High			
Point of Sales System[7]					
Rent Deposits[8]	$18,000	$72,000	As incurred	Before opening	Landlord
Utility Deposits[9]	$450	$800	As incurred	Before opening	Utility providers
Insurance Deposits and Premiums[10]	$600	$5,100	As arranged	Before opening	Insurance company
Pre-opening Travel Expense[11]	$1,000	$3,100	As incurred	Before opening	Airline, hotel, restaurants
Grand Opening Advertising[12]	$1,000	$3,000	As incurred	Before opening	Third parties
Professional Fees[13]	$1,000	$4,000	As arranged	Before opening	Attorneys, accountants
Business Permits and Licenses[14]	$1,000	$4,000	As incurred	Before opening	Licensing Authorities
Printing, Stationery and Office Supplies[15]	$5,000	$7,000	As incurred	Before opening	Third-party providers
Additional funds – 3 Months[16]	$15,875	$58,410	As incurred	After opening	Various

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	Low	High			
TOTAL	**$299,982**	**$517,632**			

Notes:

1. The Initial Franchise Fee is described more fully in Item 5 of this Disclosure Document and is the same for all similarly situated franchisees.

2. The Logistics Fee is described in Item 5 of this Disclosure Document and is the same for all similarly situated franchises. The Logistics Fee includes the cost for us to provideyou're your initial inventory and equipment, and the costs associated with shipping and delivering such inventory and equipment.

3. The shop is approximately 3,000 to 4,000 square feet with a showroom. We prefer the shop to have a pre-existing showroom. This amount includes architect fees and general contractor fees, and is based on the historical experience of our affiliate and based on a site obtained in "vanilla box" condition. We will provide you the plans, drawings and renderings for your shop, tailored to your space.

4. You must purchase furniture and fixtures necessary to operate your Franchised Business from us, our affiliate, or an approved supplier. You will need to purchase front area shelving, a desk and chairs. The cost of furniture and fixtures will vary according to local market conditions, the size of the facility, suppliers and other related factors. This amount does not include transportation or set up costs.

5. You must purchase equipment necessary to operate your Franchised Business from us, our affiliate, or an approved supplier. You will need to purchase a forklift, pallet jack, safety ladder and delivery van. The delivery van can be leased. The cost of such equipment will vary according to local market conditions. This amount does not include transportation or set up costs.

6. This range includes the costs of all signage used in your Franchised Business, including vehicle wraps. The costs of such signage will vary based on size and type of sign. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase. We must approve all signage before you order it.

7. You must purchase the computer equipment, hardware and software necessary for operating your Franchised Business. We currently require you to have and

use a computer, monitor and receipt printer.

8. This amount assumes a three (3)-month deposit of first month's rent, last month's rent and a one (1)-month equivalent security deposit. The low end of the range assumes a 3,000 square foot space at $24 per square foot, and the high end of the range assumes a 4,000 square foot space at $72 per square foot.

9. If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, gas and water. The amount of the deposit and whether the deposit is refundable will vary on the local utilities. You should contact your local utilities for more information. This amount is based on the historical experience of our affiliate.

10. This amount represents the coverage limits outlined in Item 8 of this Disclosure Document and includes the estimated deposit of premium to initiate coverage for 12 months with an annual premium of $12,000, and is based on the historical experience of our affiliate. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

11. This estimate is for the cost for up to two (2) people to attend the five (5)-day initial training program held in Cleona, PA. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.). This estimate does not include any wages or salary for you or your trainee(s) during training. This amount reflects your travel and stay expenses during the training period.

12. These amounts include the Grand Opening Advertising fee for the 90-day period beginning 30 days prior to the opening of your Franchised Business and ending 60 days after the opening of your Franchised Business. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, the location of the Franchised Business, and customer demographics in your surrounding area.

13. You will need to employ an attorney, an accountant and other consultants to asssist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

14. State and local government agencies typically charge fees for occupancy permits, operating licenses, health department licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of

the agencies at or before the time of payment.

15. You must purchase general office supplies and "office in a box", including stationery, business cards, materials, finishes, varnishes and other typical office equipment and inventory. Factors that may affect your costs include market conditions, competition amongst suppliers and other factors. We do not know if the amounts you pay for the office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at the time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

16. We recommend that you have a minimum amount of money available to cover operating expenses, including expenses associated with rent, insurance, utilities, technology, payroll, waste collection, cell phone and internet for the first three (3) months your Franchised Business is open. Additional working capital may be required if sales are low or operating costs are high.

17.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Specifications

You must comply with our uniform specifications, standards, operating procedures, and rules for the development and operation of your Epoxy Depot Franchised Businesses (collectively referred to as "System Standards"). System Standards are described in the Epoxy Depot Operating Manual and otherwise communicated to you. The Epoxy Depot System and Operating Manual are occasionally updated, supplemented, modified, and enhanced.

Designated and Approved Products and Suppliers

We will supply inventory, supplies and equipment, including, all liquids, sundry items (including, rollers, roller frames and mixing paddles), vacuums, grinders, training equipment and office equipment necessary to operate the Franchised Business, as well as the Initial Inventory.

You must use the services of our approved credit card processing vendor for any credit card transactions processed for the Franchised Business, as well as the services of our approved payroll and accounting vendor, marketing vendor, security services vendor and shipping vendor. In some instances, we may have only one approved vendor of certain services, and you will be required to use such vendor for its specified service.

For any product or service that we designate an approved supplier, you may not purchase these products and services from any other suppliers. We may designate new or different approved suppliers, including designating ourselves or one of our affiliates as an approved supplier of any goods or services. The criteria for designating approved suppliers include a supplier's ability to

meet quality standards, availability, and consistency of the products or services. The criteria for designating and approving suppliers are not published and are not made available to franchisees. Franchisees may not contract with alternative suppliers for designated products or services.

To approve a supplier, we require a sample of the product(s), information regarding the product or service's quality standards, availability, terms and conditions of purchase, and other information as we may request. If desired, we may request a physical inspection of the supplier's place of business or manufacturing facility. Upon submission of samples and information required for approval, we will provide notification within 45 days of our approval or disapproval of a supplier. As a condition of approval, we require the reimbursement of any costs or expenses we incur in approving the supplier. We may revoke the approval of any supplier upon 30 days' written notice to franchisees.

We estimate that approximately 80% to 90% of the products and services you must purchase to establish your franchise will be from required suppliers, and 80% to 90% of the products and services you will use in operating your franchise will be from required suppliers.

We and/or our affiliates expect to receive revenue from franchisees purchases and leases from our designated or approved suppliers for chemical, coatings, marketing, software, financing and equipment. In our most recently concluded fiscal year ending December 31, 2024, neither we nor our affiliates received any such revenue from franchisee purchases.

We do not provide a material benefit to franchisees based on a franchisee's purchases of particular products or services or the use of particular suppliers.

Advertising and Promotional Materials

All advertising and promotional materials and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements we prescribe in the Operating Manual or otherwise. You must obtain our approval before you use any advertising and promotional materials or plans in connection with your Franchised Business if we have not prepared or approved them during the twelve (12) months prior to the date of your proposed use.

Insurance

You must obtain and provide us with evidence of insurance in at least the minimum amounts and with the coverage as follows: (1) ″all risk″ property insurance coverage for assets of the franchised business; (2) workers' compensation insurance and employer liability coverage; (3) comprehensive general liability insurance with minimum liability coverage of $1,000,000 per occurrence, or higher if your state law requires; (4) automobile liability insurance of at least $1,000,000 or higher if your state law requires; and (5) insurance coverage for contractual indemnity. The Franchisee shall maintain Workers' Compensation, Unemployment Compensation, disability insurance, social security, and other similar types of insurance coverage in such amounts as may now or hereafter be required by any applicable law. Evidence of this insurance must be initially provided at least 10 days before you begin the operation of your

Epoxy Depot Franchise Business. You are required to submit an insurance certificate to our office on an annual basis. A certificate of renewal must be provided no later than 10 days before the expiration date of each policy. Each required policy of liability insurance must name us as an additional insured and must provide that we will be given at least 30 days' notice before cancellation, modification, or amendment of the policy. We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in the franchise agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you. We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom. Your insurance policies must insure us, you, and our respective affiliates, subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of your Franchised Business.

The Site of the Franchise Business

The site for your Franchised Business is the shop location ("Site"). For leasehold Site improvements, we provide specifications for your real property space, and we provide branding specifications for your mobile vehicles. We will assist in selecting, and must approve, your Site, before purchase or lease of such Site.

Supplies, Fixture, Equipment, Inventory

All the equipment, supplies, fixtures, inventory, and products for your Franchised Business must comply with Epoxy Depot Standards and specifications.

Computer System

We will supply you a computer and two monitors. You may not install, or permit to be installed, any devices, software, or other programs not approved by us for use with the communication and information system.

Prior to opening, you must purchase are required software program from our designated vendor, which is our all-encompassing software that includes sales reporting, lead source reporting, waste management, inventory management, invoicing, quoting, estimating, quote templates, contracts, and customer data sheets.

We may, from time to time, develop or authorize others to develop proprietary software programs for use in the Epoxy Depot System, which you may be required to purchase or license and use. You may be required to execute any license, sublicense, or maintenance agreement and pay any applicable fees, including maintenance, upgrade and support fees required by us or any other approved licensor or approved supplier of such proprietary software programs.

We and our affiliates reserve the right to derive revenue from the required purchases you make from us and our affiliates, as well as purchases made from our designated and approved suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
a. Site selection and acquisition/lease	Article IV	Items 6, 7 and 11
b. Pre-opening purchase/leases	Articles III, VI	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Article IV	Items 6, 7, and 11
d. Initial and ongoing training	Article V	Item 11
e. Opening	Section IV(B)	Item 11
f. Fees	Article III	Items 5 and 6
g. Compliance with standards and policies/operating manual	Article VI and Section XII(C),(E)	Item 11
h. Trademarks and proprietary information	Article XII	Items 13 and 14
i. Restrictions on products/services offered	Section VI(D)	Item 16

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
j. Warranty and customer service requirements	Section VII(F)	Item 11
k. Territorial development	Section I(A)	Item 12
l. Ongoing product/service purchases	Article VI	Item 8
m. Maintenance, appearance, and remodeling requirements	Article VI	Item 11
n. Insurance	Section XI(B)	Items 7 and 8
o. Advertising	Article XIV	Items 6 and 11
p. Indemnification	Section XI(A) and Section XX(B)	Item 6
q. Owner's participation/ management/staffing	Article VIII	Items 11 and 15
r. Records and reports	Article X	Item 6
s. Inspections and audits	Section X(B)	Item 17
t. Transfer	Article XV	Item 17
u. Renewal	Section II(B)	Item 17

Obligation	Section in Franchise Agreement	Item in This Disclosure Document
v. Post-termination obligations	Article XVII and Section XVIII(C)	Item 17
w. Non-competition covenants	Article XVIII	Item 17
x. Dispute resolution	Article XIX	Item 17
y. Other	Not Applicable	Not Applicable

ITEM 10. FINANCING

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

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

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

1. The site for your Epoxy Depot Franchised Business is a retail shop. We will assist with the selection of, and must approve, the site for your Epoxy Depot Franchised Business. We must approve the site for your Franchised Business. (Article IV of the Franchise Agreement).
2. For your Site, we provide specifications for your real property space and we provide branding specifications for your mobile vehicle (Article IV of the Franchise Agreement).
3. We provide you with the standards, specifications, and a list of designated and approved suppliers for all equipment, signs, fixtures, opening inventory, supplies, products, and other materials you will need to operate the franchised business. We deliver equipment for your site. We do not have any affiliates, parents, or predecessors that provide products or services to our franchises. (Article VI of the Franchise Agreement).

4. We provide a listing of all products and services that your Franchised Business may offer. (Franchise Agreement Article VI).
5. We provide final written approval prior to the opening of your Epoxy Depot Franchised Business. (Article IV of the Franchise Agreement).
6. We provide up to two (2) days of onsite assistance upon opening free of cost. We may provide additional onsite assistance at our then-current rate, which currently is $500 per day plus travel expenses. (Article IV of the Franchise Agreement).
7. We approve the Designated Manager of your Franchised Business. We do not select or hire your employees. (Article VII of the Franchise Agreement).
8. We provide you with an initial training program as further described in this item. (Article V of the Franchise Agreement).
9. We loan or make available to you a copy of the Epoxy Depot Operating Manual, which is confidential and will remain our property. We may modify the Operating Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. (Article XIV of the Franchise Agreement). The table of contents is listed in EXHIBIT G and there are 180 total number of pages in the Operating Manual.

Site Selection and Opening

The site for your Franchised Business is a shop and mobile vehicle(s) (Site). The shop is approximately 3,000 to 4,000 square feet space equipped with water, electricity, and an adequate ventilation system. In addition, the operation of the Franchised Business necessitates a branded van approved by us with sufficient enclosed carrier area for equipment and supplies transport. We will not own the site or lease a site to you.

We must approve your site. (Article IV of the Franchise Agreement). You must provide all information and documents about the site that we require. The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. For your Site, we provide specifications for your real property (Article IV of the Franchise Agreement). You are responsible for obtaining any required permits for construction or remodeling. We may but are not obligated to provide you with assistance to ensure that your Site conforms to local ordinances and building codes and obtain any required permits for construction or remodeling. We do not own and/or lease a site to you.

The typical length of time between the signing of the Franchise Agreement and opening the franchised business is 90 to 120 days. Factors affecting this time period include how long it takes to complete any modification of your Epoxy Depot site, completion of financing arrangements, compliance with local ordinances and obtained permits, obtained and installed equipment, your previous employment commitments (if any), your ability to complete our training program, and/or hiring and training personnel.

If you do not secure a Site, or we do not approve a Site for your Franchised Business within 30 days, or you do not open your Franchised Business within 210 days, we may terminate your Franchise Agreement and retain all monies that you have paid us or our affiliates.

After the Franchised Business Opens

1. In the event of relocation, additional replacement of the shop or vehicle, we do not select the site for your Franchised Business. We approve the Site, including the shop and vehicles for your Franchised Business. (Article IV of the Franchise Agreement).
2. We maintain and provide updated standards, specifications, and designated and approved suppliers for all the equipment, supplies, products, and other materials you will need to operate the franchised business. (Article VI of the Franchise Agreement).
3. We maintain and provide an updated listing of all products and services that your Franchised Business may offer. (Franchise Agreement Article VI).
4. We provide initial training for replacement staff and managers. (Article V of the Franchise Agreement).
5. We may provide additional and ongoing training for staff and managers. (Article V of the Franchise Agreement).
6. We may organize an annual conference for all Epoxy Depot franchisees and staff. (Article V of the Franchise Agreement).
7. If you do not resolve a dispute with a client, we may investigate the matter and resolve the dispute. (Franchise Agreement Article VII).
8. We provide continuing assistance in operating your Epoxy Depot Franchise Business. (Article V of the Franchise Agreement).
9. We loan or make available to you any updates and changes to the Epoxy Depot Operating Manual. (Article XV of the Franchise Agreement).
10. We review your Epoxy Depot advertising material. (Article XV of the Franchise Agreement).
11. We provide recommended and suggested pricing for the Franchised Business products and services. You must fully participate, honor, and comply with any and all System, local, regional, seasonal, promotional, and other programs, initiatives, and campaigns adopted by us that we require you to participate in. (Article VI of the Franchise Agreement).
12. We approve any replacement Designated Manager for your Franchised Business. We do not select or hire your employees. (Article VIII of the Franchise Agreement).

Advertising

At your request, we will provide marketing consultation, general advertising strategy, promotional planning, and budgeting. We are not obligated to conduct advertising or spend any amount of money on advertising in your Territory or area.

All your advertising in any medium must be conducted in a dignified manner, be completely accurate and truthful and conform to all applicable laws and regulations relating to consumer advertising and our System Standards. You must submit to us for our prior approval samples of all advertising and promotional plans, materials, and all other materials displaying the Marks, and we will provide you with written approval or disapproval in 15 days. You may not use your own advertising materials or other materials that bear the Marks unless you have received our prior written approval. You may not establish or maintain a domain name, an internet website, webpage, or social media that relates to or advertises your Epoxy Depot Franchised Business or

displays the Marks, as we control any websites, web pages, or social media concerning Epoxy Depot Franchised Businesses and the Marks. We may use and have ownership of any Franchisee developed advertising.

Local Digital Advertising

We require you to spend a minimum of two percent (2%) of Gross Revenues per month on local digital advertising within your Territory to solicit new clients and to maintain existing relationships. These amounts will cover ongoing search engine optimization costs, digital advertisements, social media marketing, Google My Business, etc. You may spend more above the minimum. We may require you to direct some or all of your Local Advertising expenditure to marketing vendor(s) we designate (which may be us or our affiliates) who will implement Local Advertising on your behalf.

Grand Opening Advertising

We require you to spend between $1,000 and $3,000 on advertising and promotional activities during the 90-day period beginning 30 days prior to the opening of your Franchised Business and ending 60 days after the opening of your Franchised Business.

We encourage you to participate in local home shows and networking events as part of your Grand Opening Advertising to build the local brand in your community. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, the location of the Franchised Business, and customer demographics in the surrounding area. We may require you to direct some or all your grand opening advertising expenditures to marketing vendor(s) we designate (which may be us or our affiliates) who will implement grand opening campaign activities on your behalf.

Regional and Local Advertising Cooperatives

Currently, you are not required to participate in any Regional Advertising Cooperatives or funds. We reserve the right to establish a Cooperative in the future. Such Cooperative will be managed by Franchisor and organizational documents will be prepared and available for your review once established. Contribution amounts will be determined by the participating locations at the time the Cooperative is established.

Brand Development Fund

We have established and will administer a systemwide brand fund (the "Brand Development Fund") and you are required to contribute to the Brand Development Fund 5% of Gross Revenues ("Brand Development Fund Contribution"). Each Epoxy Depot franchise operated by our affiliates or us may, but is not obligated to, contribute to the Brand Development Fund on the same basis as System franchisees.

All Epoxy Depot Brand Development Fund Contributions are maintained in a separate account and may be used for maintaining, administering, researching, directing, and preparing advertising and/or promotional activities, including, without limitation, the costs of preparing and conducting advertising campaigns, which may be local, regional or national, in various media; direct mail and

outdoor billboard advertising; marketing surveys and other public relations activities; employing advertising agencies to assist therein; product development; and developing and providing promotional and other marketing materials for franchisees in the System. We are reimbursed for any labor or services that we provide to the fund and for any costs that we incur for or on behalf of the fund. We do not use any Brand Development Fund Contribution dollars for soliciting new franchise sales; however, we may include a notation in any advertisement indicating "Franchises Available". (Article IV of the Franchise Agreement).

The Brand Fund will not be audited. An annual unaudited financial statement of the Brand Fund will be made available after April 30 to any franchisee upon written request. Franchisees contribute to the Brand Fund Uniformly.

If all advertising Brand Development Fund Contributions were not spent in the fiscal year in which they accrue, expenditures made from the fund in the following year would be made first out of accumulated earnings from previous years (if any), next out of earnings in the current year, and finally from Brand Development Fund Contributions.

If excess amounts remain in the Brand Development Fund at the end of the year, the unused monies shall be retained by the Brand Development Fund, and all expenditures in the following year(s) shall be made first out of accumulated earnings from the previous year(s), next out of earnings in the current year, and finally from Brand Development Fund Contributions.

Franchise Advisory Council

We do not have an advertising council composed of franchisees that advises us on advertising policies.

Computer Requirements

We require that you have: (i) a desktop computer with two monitors; (ii) printers and other peripheral hardware/devices; (iii) a POS System we designate; (iv) other required software applications and programs we designate for CRM and/or other functions of the Franchised Business operations; and (vii) internet access; (collectively, the "Computer System"). The Computer System must be in good repair, with sufficient memory to carry out ordinary business functions, as provided in the Operating Manual. We may also require you to use designated software in connection with the Computer System and Franchised Business.

You will also be required to purchase approved accounting software for your Computer System ("Required Software"), such as QuickBooks Online®, which currently costs approximately $300 per year. We may require you to enter into license agreements, with us or with third parties, to use certain software programs, including Microsoft Office Suite.

We estimate that the cost to obtain your Computer System and any Required Software will be between $2,000 and $2,500 (or lower if you already have existing hardware that you can dedicate and use solely in connection with your Franchised Business). Thereafter, we estimate that the annual costs you will incur in maintenance and support contract, as well as any upgrade to your Computer System and Required Software, will be around $500 to $1,500 per year.

We may require that your Computer System be programmed to automatically transmit data and reports about the operation of the Franchised Business to us. We may independently access, monitor, and retrieve any data you input or collect electronically, including access to your Computer System or for any other purpose we deem necessary. You must deliver to us all access codes, static internet protocol addresses and other information to facilitate our access to the data within 30 days of opening the Franchised Business (Franchise Agreement, Article IX).

You are required to participate in any System-wide computer network, intranet system, or extranet system that we implement and may be required to use the computer network, intranet system, or extranet system to, among other things: (i) submit your reports due under the Franchise Agreement to us on-line; (ii) view and print portions of the Operating Manual; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) to complete initial or ongoing training as we designate. You must use any computer network, intranet system or extranet system that strictly complies with the standards, protocols, and restrictions provided in the Operating Manual, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. You will be solely responsible for any licensing and/or maintenance fee(s) associated with any intranet or extranet described above. (Franchise Agreement, Article IX).

Website and Internet Use

You must have and maintain adequate hardware and software in order to access the internet at the bit speed we require from time to time. We may, but are not obligated to establish and maintain a website that provides information about the System and the products and services offered by Epoxy Depot franchises. If we exercise our right to create such a website, we will have sole discretion and control over it. We also have the right, but not the obligation, to create interior pages on our website(s) that contain information about your Franchised Business and other Epoxy Depot locations. If we do create such a page, we may require you to prepare all or a portion of the page for the Franchised Business, at your sole expense, and may require you to use a template that we provide. All search engine optimization, website optimization, website creation, and website hosting must be done through our approved vendor. (Franchise Agreement, Section XIV(F)).

Unless you obtain our prior written consent, you are prohibited from establishing or maintaining a separate website, or otherwise maintaining a splash page or other presence on the internet through any social networking site in connection with the operation of your Franchised Business, including without limitation, Facebook, TikTok, LinkedIn, YouTube, Instagram, Twitter/X, Plaxo and Pinterest, that uses any variation of the Marks or references the System. If you seek and obtain our approval to create a separate website or other web presence, you must: (i) establish and operate the website according to our standards and policies as we describe in the Operating Manual or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify your site(s). We may require you to update the content of any Social Media and/or networking site at the times and in the manner we decide. (Franchise Agreement, Article XIV).

We may modify our policies regarding both our and your use of internet websites as we deem necessary or appropriate for the best interests of the System. We will be the sole registrant of any domain names we decide to register in connection with the System in the future. You are prohibited from registering any domain name that contains words used in, or similar to, any trademark or service mark owned or used by us or our affiliate, or any colorable variation thereof (including any abbreviation, acronym, phonetic variation or visual variation). (Franchise Agreement, Article XIV).

Training Program

We provide a tuition-free initial Epoxy Depot training program, which includes orientation to the Epoxy Depot system; customer service; operational management; financial management; computer software use, advertising and marketing, and reporting procedures. The training lasts up to 7 days or less, depending on your existing experience level. It is currently held at our Cleona, Pennsylvania location, but we may hold the training at one of our other locations in the future. The Operating Manual will be the basis of our instruction, reinforced with hands-on training, including observation and visual instruction. We may also employ video and virtual instruction. Training is typically scheduled four (4) to six (6) times a year, approximately every eight (8) to twelve (12) weeks.

You and your Franchised Business Designated Manager must attend and successfully complete to our satisfaction the initial training at least three (3) weeks but not more than five (5) weeks before the opening of the franchised business. You must pay for all travel, lodging, and other costs of initial training attendance. Thereafter, we may charge a fee for attendance of the initial training for new and replacement managers. Our current fee for replacement and new managers is $500 per day per trainee.

INITIAL TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
Introduction: Welcome, Our Brand Culture, History, Mission and Vision	2	0	Cleona, PA
Personnel: Scheduling, Team Management and Development	2	2	Cleona, PA
Marketing: Advertising, Promotions, Networking, Products and Services, Building the Client Relationship	2	2	Cleona, PA
Operations: Sales Techniques, Providing Services, Opening and Closing Procedures, Equipment	5	20	Cleona, PA

/Vehicle Maintenance, Supplier Relationships, Safety and Security			
Financial Management: Fiscal Responsibility, Goal Setting, KPIs and Reporting, Royalties and Franchise Obligations	2	0	Cleona, PA
Review: Assessment, Next Steps in Planning Your Grand Opening	2	1	Cleona, PA
TOTAL HOURS	**15**	**25**	
TOTAL	**40**		

Initial training is overseen by Steven Moore, our President and Chief Executive Officer. His qualifications are listed in Item 2.

We may change, add to, or make substitutions for the subjects and instructors listed in the tables above as necessary or appropriate. Minimally, per our standards, all instructors and substitute instructors will have experience in the operations and standards of the Epoxy Depot System.

We may provide additional training programs at reasonable times and at locations selected by us during the term of the Franchise Agreement and may host national conventions at times and locations selected by us. You must attend the national convention. We may require attendance at other additional training programs. You must pay for all travel, lodging, and other costs of attending training and the national convention. We may charge a reasonable per diem fee for other training programs.

You are encouraged to schedule your training as soon as possible after executing the Franchise Agreement. We will not be liable for your costs or expenses if we terminate the Franchise Agreement because mandatory training is not completed to our satisfaction.

You are responsible for all expenses you and your employees incur to attend the initial training, including wages, benefits, transportation, meals, accommodations, and entertainment. Other than providing initial training, we do not provide any other assistance with the hiring or training of your employees.

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.

Subject to the Franchise Agreement Terms, you are granted a protected territory ("Territory") located in all or a portion of a listed town, city, or county, and is identified by a group of contiguous zip codes or marked map. Territory is determined on an individual basis taking into account demographics, minimum number of households, household income and market potential. Although the actual size of each Territory may vary, it will generally be a geographic area that encompasses a population range between 500,000 and 600,000 people, measured by public information and public sources. Territory size may be impacted by natural boundaries such as rivers, lakes and mountain ranges. You may advertise, solicit, offer, accept orders, and sell within the Territory. You do not have the right to use other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory unless we give you written consent to serve another specified area where no other Epoxy Depot franchise or company-owned unit is located. If you are granted consent to service another specified area, you shall be obligated to pay royalty fees and other fees to us for the services performed or products sold. If you are servicing customers in an area outside of your Territory with permission, that permission can be withdrawn at any time, including but not limited to, when that area is sold to another franchisee.

Your Epoxy Depot Franchised Business will operate from a shop. We approve the Site for your Franchised Business.

You may relocate the Site of your Franchised Business so long the new Site meets our then-current Site requirements, and you must pay us for any costs and expenses we incur in your relocation. Currently, for relocation and Site selection, the Site must be approved by us, and we provide specifications for your real property space and we provide branding specifications for your mobile vehicle.

We promise and agree not to operate a business using the Epoxy Depot System and the Marks within the Territory or authorize anyone else to operate a business using the Epoxy Depot System and the Marks within the Territory during the term of the Franchise Agreement if you meet performance standards set forth in your Franchise Agreement and if you are complying with the Franchise Agreement and subject to these limitations. We are not obligated to ensure that no other franchise will conduct operations in your Territory. Although such activities are discouraged, we may determine how to respond to any such situation. We are not required to pay you any compensation for us or other franchisees soliciting or accepting orders in your Territory.

We have the right to establish and operate (directly or through an affiliate) and to grant to others the right to establish and operate any businesses of any kind, in the Territory, that operate under any other mark other than the Marks.

We have the right to host one or more websites on the internet that advertise Epoxy Depot Franchised Businesses and the services and products they offer, and that allows potential clients to contact Epoxy Depot Franchised Businesses throughout the world, even though a website is accessible to or viewable by persons in the Territory.

We have the right to advertise and promote the services and products offered by an Epoxy Depot Franchised Business through broadcast, print, and electronic media that are broadcast, delivered, or otherwise transmitted into the Territory.

We have the right to offer and sell any services and products within the Territory and elsewhere under any trade names, trademarks, service marks, or trade dress, including the Marks, through any alternative channels of distribution or non-traditional venues, including but not limited to, via retail and wholesale distribution, in hardware stores, club stores and other retail facilities, malls, transportation centers, limited access venues, via mail order and e-commerce channels.

We have the right to acquire, be acquired by, merge, affiliate with, or engage in any transaction with other businesses (whether competitive or not), with units located anywhere or business conducted anywhere. These transactions may include arrangements involving competing businesses or outlets and dual branding or brand conversions.

We may but are not obligated to pay you any compensation for soliciting or accepting orders from inside franchisee's Territory.

Neither we nor our affiliates operate or plan to operate or franchise others to operate a similar business selling the same goods or products under a different name or solicit customers within your Territory except as stated above.

Special Accounts

We have the exclusive right to contract with customers whose offices, stores, plants, buildings, or other physical facilities are not confined to the territory of a single Epoxy Depot territory or the trading area of a single Franchise, Franchisor-owned or Affiliate-owned business (referred to herein "Special Accounts"). We will have the right to fulfill the contract requirements to the Special Account in the Territory in any manner we deem suitable, including through a company- or affiliate-owned business. Additionally, if at any time a Special Account for any reasonable requests that services in the Territory be provided by someone other than you, we may revoke your option or right to provide or continue to provide the services and may fulfill the contract requirements of the Special Account in the Territory in any manner we deem suitable.

ITEM 13. TRADEMARKS

We sublicense you the right to use the mark EPOXY DEPOT and other commercially valuable trademarks and trade names now or hereafter used in the operation of the System and your Franchised Business (collectively, the "Marks"). The following Marks have been registered with the United States Patent and Trademark Office (the "Trademark Office") on the registry as stated below:

Mark	Registration Number	Serial Number	Registration Date	Register	Owner
E4E	6,808,852	90976899	August 2, 2022	Principal	PA Epoxy Inc.
EPOXY DEPOT	6,668,815	90386989	March 8, 2022	Principal	Epoxy Depot Inc.

We have been granted a non-exclusive right to sublicense the Marks to franchisees throughout the United States.

There are no currently effective material determinations of the Trademark Office, the Trademark Trial and Appeal Board, or any other trademark administrator or any court, pending interference, opposition, or cancellation proceeding, or any pending material litigation involving the Marks.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We are not aware of any infringing uses of the Marks that could materially affect your use of them.

Your use of the Epoxy Depot Marks is limited to use in connection with the operation of your Epoxy Depot Franchised Business within the Territory as described in the Franchise Agreement and as set forth in the Epoxy Depot Operating Manual. You must promptly notify us of any use of the Epoxy Depot Marks or any colorable variation by any person or legal entity or any litigation instituted by any person or legal entity against you or us involving the Epoxy Depot Marks. We will control any litigation or proceeding. We are not required to defend the Epoxy Depot Marks. In the event we undertake the defense, prosecution, or settlement of any litigation relating to the Epoxy Depot Marks, you agree to assist as necessary to carry out such defense, prosecution, or settlement. In the event that any party demonstrates to us a superior right to use any of the Epoxy Depot Marks, you shall, upon demand by us, discontinue use of such Epoxy Depot Mark(s) and adopt, at your sole cost and expense, any Mark(s), if any, selected by us to replace such discontinued Mark(s).

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents material to the franchise. We do not own any copyright registration material to the franchise. We claim common law copyright and trade secret protection for several aspects of the System including our Operating Manual, and all printed, audiovisual, and other materials developed and distributed for use by our franchisees or us (collectively called the "Proprietary Information"). Information not protected by copyright, but which is confidential to us, such as information about our methods, policies, and marketing programs, is also part of the Proprietary Information.

There are no administrative or judicial determinations relating to copyrights nor any agreements that limit the use of them. We are not obligated to protect these copyrights.

You will not acquire any interest in the Proprietary Information. All Proprietary Information must be returned to us immediately upon the termination of the Franchise Agreement for any reason. The Proprietary Information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the Operating Manual or any other written communication from us; (4) will not disclose or duplicate any part of the Proprietary Information other than disclosure to an employee of the franchised business to the extent necessary to do his or her job; and (5) will adopt and implement all reasonable procedures we may require preventing unauthorized use or disclosure of the information, including restrictions on disclosure of the information to employees of the franchised business and the use of nondisclosure and non-competition clauses in employment agreements. All shareholders, officers, directors, partners, and members of the franchise are presumed to have access to Proprietary Information and must sign a Nondisclosure and Noncompetition Agreement to maintain the confidentiality of the Proprietary Information and conform to the noncompetition covenants.

You must notify us immediately in writing when you learn about an infringement of or challenge to your use of our Proprietary Information. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We may control any administrative proceedings or litigation involving our copyrights. You must cooperate fully with us in defending and/or settling the litigation.

You must inform us in writing if anyone breaches the Nondisclosure and Noncompetition Agreement or if there is any other violation of the obligations regarding any of the Proprietary Information or if you learn about any improper use of any of it.

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

You (or at least one of your principals if you are an entity) must personally supervise the day-to-day operations of the Franchised Business. You may, however, maintain a designated full-time manager of the franchised business who is approved by us who devotes his/her full time and energy to the operation of the Franchised Business and successfully completes the initial training program to our satisfaction. The designated on-site manager must sign a confidentiality, non-solicitation, and non-competition agreement in a form that is satisfactory to us. The manager need not have an ownership interest in the franchise.

Each shareholder, partner, member, and other equity owners of the franchise, and each individual shareholder, partner, member, and other equity owners of any shareholder, partner, member, and other equity owners that is itself a business entity, must personally guarantee all of the franchisee’s obligations and performance under the Franchise Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all products and services, and only those products and services, authorized by us and specified in the Epoxy Depot Operating Manual or as designated in writing by us (the "Permitted Products and Services"). Without limit, we may change, add and delete products or services to or from the Epoxy Depot Permitted Products and Services at any time. We may also designate any products or services as optional.

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. Term of the franchise	Section II(A)	10 years from the date the Franchised Business opens and commences on the date Franchisor executes this Agreement.
b. Renewal or extension of the term	Section II(B)	Upon the expiration of the initial term or any renewal term of the Franchise Agreement, you may, at its option, renew the Franchise Agreement for an additional term of 10 years (the "Successor Franchise"), provided that at the end of each term you meet conditions listed including paying a Successor Fee.

Provision	Section in Franchise Agreement	Summary
c. Requirements for you to renew or extend	Section II(B)	In order to renew, we must be offering Epoxy Depot Franchises; you must give us written notice between 6 months to 1 year prior to the end of the term; you must not be in default under any provision of the Franchise Agreement or any other agreement between you and our affiliates, and have substantially complied with all of the terms and conditions of Franchise Agreement; or a suitable substitute location that is approved by us and meets our then-current specifications and standards, for the entire term of the Successor Franchise; you must refurbish your Epoxy Depot Franchised Business to conform to the then-current Epoxy Depot trade dress, color schemes, and presentation of the Marks and Epoxy Depot Systems Standards; you must sign the then-current Epoxy Depot franchise agreement terms of which may materially differ from the terms of the original Franchise Agreement; you must pay us a Successor Franchise Fee of $10,000; unless prohibited by the laws, you must sign a general release; and you must comply with then-current Epoxy Depot qualifications and training requirements.
d. Termination by you	None	You have no right to terminate the franchise agreement, subject to state law.
e. Termination by us without cause	None	Not applicable
f. Termination by us with cause	Article XVI	We can terminate only if you default.
g. "Cause" defined -- defaults which can be cured	Section XVI(B	We may elect to terminate your Epoxy Depot Franchise Agreement if you fail to pay, when due, any sum required to be paid under the Franchise Agreement or any other agreement between us after

Provision	Section in Franchise Agreement	Summary
		written notice and fifteen (15) days opportunity to cure; you fail, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business; or fail to cure any other provisions within thirty (30) days from notice of the breach.
h. "Cause" defined defaults which cannot be cured	Sections XVI(A) and XVI(B)	The Franchise Agreement shall automatically terminate without notice or an opportunity to cure if you declare bankruptcy or our insolvent, are a debtor in a voluntary or involuntary bankruptcy proceeding under the U.S. Bankruptcy Code; a receiver is appointed for you or for any part of its property, or you make any assignment for the benefit of your creditors, if not dismissed within fifteen (15) days. We may elect to terminate your Epoxy Depot Franchise Agreement, with notice and without opportunity to cure if you: (i) you are convicted or please guilty to a felony or take part in criminal misconduct related to the business; (ii) fail to timely locate and secure a Site or open the Franchised Business or satisfy all of the training obligations herein; (iii) you fail on two (2) or more separate occasions within any twelve (12) consecutive month period to submit reports or other information or supporting records when due, Royalty Fees or other fees and payments, or commits three (3) or more defaults, whether or not such defaults is corrected; (iv) you default under any other agreement with us and we may terminate such agreement; (v) you fail to operate the Franchised Business in full compliance with the terms of the Franchise Agreement, the Operating Manual, or the System Standards; (vi) you fail to operate your Epoxy Depot Franchised Business for more than two (2) consecutive days, or otherwise abandon the Franchised Business; (vii) you offer or sell products or services other than Permitted Products and Services and/or fail to provide, offer, or sell any one,

Provision	Section in Franchise Agreement	Summary
		some, or all of the Permitted Products and Services; (viii) you provide for offers or sales of any Permitted Products and Services at or from a location that is within the franchise territory of another Epoxy Depot franchisee (except as expressly stated in this Agreement, the Operating Manual, or any other written agreement between Franchisor and Franchisee), or otherwise infringes upon rights granted by us under franchise agreements with other franchisees of Franchisor; (ix) you fail to achieve or exceed System Standards in two (2) inspections in any twenty four (24) month period; (x) you lose the right to possession of the premises upon which the Franchised Business is located, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; (xi) you make any transfer or attempted transfer that fails to comply with this Agreement; (xii) the Franchised Business is seized, taken over or foreclosed by a government official in the exercise of his duties, or seized, taken over or foreclosed by a creditor, lien holder or lessor, a final judgment against you remains unsatisfied for thirty (30) days (unless superseded as or other appeal bond has been filed), or a levy of execution has been made upon the franchise granted by this Agreement or upon any property used in the Franchised Business that is not discharged within five (5) days of such levy; (xiii) you or any principal violates the restrictive covenants of the confidentiality, solicitation, competition as set forth in the franchise agreement; (xv) any conduct or activity by you or any of your Principals, directors, or officers that Franchisor believes is reasonably likely to have an adverse effect or reflect unfavorably on the Franchised Business, us, the Epoxy Depot System, the Marks, or the goodwill associated; (xvi) you knowingly maintain false books or records, or knowingly submit any false reports to us, or knowingly understate your Gross Revenues reported to Franchisor; or (xvii) any threat or danger to public

Provision	Section in Franchise Agreement	Summary
		health or safety resulting from the construction, maintenance, or operation of the Franchised Business, and you have not immediately commenced actions to cure the problem or have not promptly cured or corrected the problem or activity that gave rise to the threat or danger.
i. Your obligations on termination or nonrenewal	Article XVII	Upon the termination, you must: cease to operate your Franchised Business and not hold itself out as a present or former Epoxy Depot franchisee of Franchisor; cease to use the Epoxy Depot System or Epoxy Depot Marks; make modifications to the Franchised Business Site to prevent the operation of any business on the Site that might be deemed substantially similar to the Epoxy Depot Franchised Business; at our option, assign to us (i) telephone numbers of the Franchised Business and all related and other business listings, and (ii) websites, web pages, listings, banners, URLs, advertisements, or any other services and links, and sell to us the assets of the Franchised Business; turn over the Epoxy Depot Operating Manual, records, customer and other files, instructions, correspondence, and software provided and/or licensed by us; cancel any assumed name or equivalent registration that contains the Epoxy Depot Marks; pay all sums due and owed to us; obtain and maintain professional liability or errors and omissions insurance and general liability insurance for a period of time not less than the applicable statute of limitations in the jurisdiction in which the Franchised Business is located; appoint us as the true and lawful attorney-in-fact and agent for Franchisee to carry out Franchisee obligations under the terms of termination.
j. Assignment of contract by us	Section XV(A)	We may transfer or assign all or any part of our rights and/or obligations to any person or legal entity.

Provision	Section in Franchise Agreement	Summary
k. "Transfer" by you definition	Section XV(B)	A transfer includes any sales assignment, transfer, convey, give away, pledge, mortgage, or otherwise encumbrance of any interest therein or in Franchise or Franchisee assets.
l. Our approval of transfer by franchisee	Section XV(B)	We may approve all transfers but may not unreasonably withhold consent.
m. Conditions for Franchisor approval of transfer	Section XV(B)	All outstanding obligations related to the Franchised Business must be paid, and the transferor's right to receive compensation must be subordinated and secondary to our rights. You must sign a general release; the transferee must pay a transfer fee; the transferee must sign written assumption; the transferee must meet Epoxy Depot standards; the transferee must sign a then-current Epoxy Depot franchise agreement, and such other ancillary agreements; the transferee must successfully complete Epoxy Depot initial training, and you must pay a transfer fee.
n. Our right of first refusal to acquire your business	Section XV(D)	We may, exercisable by written notice to you, purchase such rights or interests for the price and on the terms and conditions contained in any offer for your Franchised Business, except we may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by us must be completed within ninety (90) days after your receipt of our written notice. If we do not exercise our right of first refusal, you may complete the sale of interest to the bona fide purchaser, subject to our approval; however, if the sale to the purchaser is not completed within one hundred twenty (120) days following the end of Franchisor's right of first refusal exercise period, we will again have the right of first refusal.

Provision	Section in Franchise Agreement	Summary
o. Our option to purchase your business	Section XVII(6)	Upon termination or expiration of your Franchise Agreement, at our option (to be exercised within thirty (30) days after termination), you must sell to us any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory related to the operation of your Franchised Business, at the depreciated book value.
p. Your death or disability	Section XV(E)	Must transfer to an approved 3rd party within 6 months subject to all conditions except transfer fee.
q. Noncompetition covenants during the term of the franchise	Section XVIII(B)	divert or attempt to divert any business or client of the Franchised Business or of any other franchisee of Franchisor to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or own, maintain, engage in, or have any interest in any business offering restoration and door replacement, or any other products or services that are offered in the Franchised Business ("Competitive Business"), unless otherwise consented to in writing by Franchisor.
r. Noncompetition covenants after the franchise is terminated or expires	Section XVIII(C)	No involvement in a competing business for 2 years (i) at the Site; (ii) within the Territory; or (iii) within a twenty-five (25) mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by Franchisor as of the date of expiration or termination of this Agreement.
s. Modification of the agreement	Section XXI(A)	The Agreement may not be modified or amended except by a written instrument signed by each of the parties hereto, expressing such amendment or modification.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clauses	Section XXI(A)	The Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior agreements between such parties except those disclosures which are included in the Franchisor's now current Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representation made in this Franchise Disclosure Document. Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law.)
u. Dispute resolution by arbitration or mediation	Section XIX(B),(C),(D)	You must first bring any claim or dispute between you and us to usand provide us with thirty (30) days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes must be submitted first to mediation, except for certain disputes involving our intellectual property or compliance with restrictive covenants. (subject to applicable state law).
v. Choice of forum	Section XIX(F)	Any and all suits, actions, or other proceedings with respect to, arising out of, or in connection with this Agreement shall be litigated in courts having a situs within Lebanon County, Pennsylvania (subject to applicable state law).
w. Choice of law	Section XIX(G)	The commonwealth of Pennsylvania (subject to applicable state law).

ITEM 18. PUBLIC FIGURES

We do not use any public figures to promote our 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 a possible performance at a particular location or under particular circumstances.

At the end of our 2024 fiscal year, there were thirteen (13) Epoxy Depot Locations. There were nine (9) company and affiliated-owned locations and (4) consignment locations. The consignment locations sell products we provide them on a consignment basis and operate using the name Epoxy Depot. However, they do not receive the same operational support that franchisees will receive and do not have the same economic terms that franchisees will receive. Therefore, all four (4) consignment locations are excluded from this financial performance representation. Of the eight (8) company and affiliated-owned locations, six (6) were open and operating for the full 2024 fiscal year. We have excluded two (2) locations that were not open and operating for the full 2024 year.

Below are the financial results of six (6) of our company and affiliate-owned locations for the 2024 fiscal year ("Reported Locations"). The Reported Locations operate in a way similar to the way in which franchisees will operate. The Reported Locations did not pay royalties, brand fund fees, mandatory local advertising, or technology fees, and thus we have adjusted the below results to import such fees.

Location 1

		Amount	Percentage of Gross Sales
Gross Sales		**$ 1,294,839**	**100.00%**
Less	Cost of Services Provided:		
	Cost of Merchandise Sold	$ 739,907	57.14%
	Freight	$ 8,834	0.68%
	Total Cost of Services Provided	$ 748,741	57.83%
Gross Profit		**$ 546,098**	**42.17%**
Less			
Disclosed Expenses:			
	Managerial Salaries	$ -	0.00%
	Occupancy Expense	$ -	0.00%
	Merchant Processing Fees	$ 24,601	1.90%
	Advertising and Marketing	$ 8,858	0.68%
	Insurance Expense	$ 5,774	0.45%
	Utilities Expense	$ 1,365	0.11%
	Office Expense	$ 44,988	3.47%
	Direct Labors	$ 41,344	3.19%
	All Other Expenses	$ 14,957	1.16%
	Gross Profit Less Disclosed Expenses	**$ 404,211**	**31.22%**
Less: adjustments for other recurring franchisee related expenses that will be incurred by you but that were not incurred by our Reporting Company Owned Outlet.			
	Royalty	$ 163,829	30.00%
	Brand Fund	$ 5,461	1.00%
	Local Advertising	$ 2,064	0.38%
	Technology Fee	$ 1,500	0.27%
	Other Fee (1)	$ -	0.00%
	Other Fee (2)	$ -	0.00%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 231,357**	**17.87%**

Location 2

		Amount	Percentage of Gross Sales
Gross Sales		**$ 943,942**	**100.00%**
Less	Cost of Services Provided:		
	Cost of Merchandise Sold	$ 543,677	57.60%
	Freight	$ 38,730	4.10%
	Total Cost of Services Provided	$ 582,407	61.70%
Gross Profit		**$ 361,535**	**38.30%**
Less			
Disclosed Expenses:			
	Managerial Salaries	$ -	0.00%
	Occupancy Expense	$ 20,700	2.19%
	Merchant Processing Fees	$ 16,598	1.76%
	Advertising and Marketing	$ 430	0.05%
	Insurance Expense	$ 2,444	0.26%
	Utilities Expense	$ 10,362	1.10%
	Office Expense	$ 39,240	4.16%
	Direct Labors	$ 33,240	3.52%
	All Other Expenses	$ 3,162	0.33%
	Gross Profit Less Disclosed Expenses	**$ 235,359**	**24.93%**
Less: adjustments for other recurring franchisee related expenses that will be incurred by you but that were not incurred by our Reporting Company Owned Outlet.			
	Royalty	$ 108,461	30.00%
	Brand Fund	$ 3,615	1.00%
	Local Advertising	$ 6,801	1.88%
	Technology Fee	$ 1,500	0.41%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 114,983**	**12.18%**

Location 3

		Amount	Percentage of Gross Sales
Gross Sales		**$ 2,005,582**	**100.00%**
Less	Cost of Services Provided:		
	Cost of Merchandise Sold	$ 1,149,862	57.33%
	Freight	$ 7,551	0.38%
	Total Cost of Services Provided	$ 1,157,413	57.71%
Gross Profit		**$ 848,169**	**42.29%**
Less			
Disclosed Expenses:			
	Managerial Salaries	$ -	0.00%
	Occupancy Expense	$ 48,548	2.42%
	Merchant Processing Fees	$ 20,212	1.01%
	Advertising and Marketing	$ 4,365	0.22%
	Insurance Expense	$ 5,583	0.28%
	Utilities Expense	$ 11,535	0.58%
	Office Expense	$ 6,101	0.30%
	Direct Labors	$ 58,429	2.91%
	All Other Expenses	$ 37,419	1.87%
	Gross Profit Less Disclosed Expenses	**$ 655,977**	**32.71%**
Less: adjustments for other recurring franchisee related expenses that will be incurred by you but that were not incurred by our Reporting Company Owned Outlet.			
	Royalty	$ 254,451	30.00%
	Brand Fund	$ 8,482	1.00%
	Local Advertising	$ 16,963	2.00%
	Technology Fee	$ 1,500	0.18%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 374,582**	**18.68%**

Location 4

		Amount	Percentage of Gross Sales
Gross Sales		**$ 996,610**	**100.00%**
Less	Cost of Services Provided:		
	Cost of Merchandise Sold	$ 613,941	61.60%
	Freight	$ 3,592	0.36%
	Total Cost of Services Provided	$ 617,533	61.96%
Gross Profit		**$ 379,077**	**38.04%**
Less			
Disclosed Expenses:			
	Managerial Salaries	$ 50,033	5.02%
	Occupancy Expense	$ 37,752	3.79%
	Merchant Processing Fees	$ 30,833	3.09%
	Advertising and Marketing	$ 22,458	2.25%
	Insurance Expense	$ 5,228	0.52%
	Utilities Expense	$ 4,776	0.48%
	Office Expense	$ 4,547	0.46%
	Direct Labors	$ -	0.00%
	All Other Expenses	$ 2,745	0.28%
	Gross Profit Less Disclosed Expenses	**$ 220,705**	**22.15%**
Less: adjustments for other recurring franchisee related expenses that will be incurred by you but that were not incurred by our Reporting Company Owned Outlet.			
	Royalty	$ 113,723	30.00%
	Brand Fund	$ 3,791	1.00%
	Local Advertising	$ -	0.00%
	Technology Fee	$ 1,500	0.40%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 101,691**	**10.20%**

Location 5

		Amount	Percentage of Gross Sales
Gross Sales		**$ 1,725,849**	**100.00%**
Less	Cost of Services Provided:		
	Cost of Merchandise Sold	$ 1,013,235	58.71%
	Freight	$ 18,164	1.05%
	Total Cost of Services Provided	$ 1,031,399	59.76%
Gross Profit		**$ 694,450**	**40.24%**
Less			
Disclosed Expenses:			
	Managerial Salaries	$ 100,000	5.79%
	Occupancy Expense	$ 50,400	2.92%
	Merchant Processing Fees	$ 36,491	2.11%
	Advertising and Marketing	$ 3,498	0.20%
	Insurance Expense	$ 3,108	0.18%
	Utilities Expense	$ 11,795	0.68%
	Office Expense	$ 25,489	1.48%
	Direct Labors	$ 56,680	3.28%
	All Other Expenses	$ 36,105	2.09%
	Gross Profit Less Disclosed Expenses	**$ 370,884**	**21.49%**
Less: adjustments for other recurring franchisee related expenses that will be incurred by you but that were not incurred by our Reporting Company Owned Outlet.			
	Royalty	$ 208,335	30.00%
	Brand Fund	$ 6,945	1.00%
	Local Advertising	$ 10,391	1.50%
	Technology Fee	$ 1,500	0.22%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 143,714**	**8.33%**

Location 6

		Amount	Percentage of Gross Sales
Gross Sales		**$ 1,149,831**	**100.00%**
Less	Cost of Services Provided:		
	Cost of Merchandise Sold	$ 652,012	56.71%
	Freight	$ 4,345	0.38%
	Total Cost of Services Provided	$ 656,357	57.08%
Gross Profit		**$ 493,474**	**42.92%**
Less			
Disclosed Expenses:			
	Managerial Salaries	$ 61,385	5.34%
	Occupancy Expense	$ 39,776	3.46%
	Merchant Processing Fees	$ 35,698	3.10%
	Advertising and Marketing	$ 160	0.01%
	Insurance Expense	$ 3,087	0.27%
	Utilities Expense	$ 9,078	0.79%
	Office Expense	$ 3,029	0.26%
	Direct Labors	$ -	0.00%
	All Other Expenses	$ 40,534	3.53%
	Gross Profit Less Disclosed Expenses	**$ 300,727**	**26.15%**
Less: adjustments for other recurring franchisee related expenses that will be incurred by you but that were not incurred by our Reporting Company Owned Outlet.			
	Royalty	$ 148,042	30.00%
	Brand Fund	$ 4,935	1.00%
	Local Advertising	$ 9,709	1.97%
	Technology Fee	$ 1,500	0.30%
	Gross Profit Less Disclosed Expenses and Franchisee Related Expenses	**$ 136,541**	**11.87%**

Other than the foregoing, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting marie@epoxydepotusa.com, 235 West Penn Ave., Cleona, PA 17402, 805-689-1724, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Consignment Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	4	+4
Company-Owned	2022	6	6	0
	2023	6	6	0
	2024	6	8	+2
TOTAL OUTLETS	**2022**	**6**	**6**	**0**
	2023	**6**	**6**	**0**
	2024	**6**	**12**	**+6**

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(Other than Franchisor)
For Years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
TOTAL	**2022**	**0**
	2023	**0**
	2024	**0**

Table No. 3
STATUS OF CONSIGNMENT OUTLETS[1]
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Illinois	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Tennessee	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Texas	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

[1] We have several locations that operate under a Consignment Agreement, whereby they sell our products provided them on a consignment basis and operate using the name Epoxy Depot. They do not receive the same operational support that franchisees will receive.

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2024	0	1	0	0	0	1
TOTAL	**2022**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**4**	**0**	**0**	**0**	**4**

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Maryland	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
North Carolina	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Ohio	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Pennsylvania	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	1	0	0	0	3
South Carolina	2022	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
TOTAL	**2022**	**6**	**0**	**0**	**0**	**0**	**6**
	2023	**6**	**0**	**0**	**0**	**0**	**6**
	2024	**6**	**2**	**0**	**0**	**0**	**8**

Table No. 5
PROJECTED OPENINGS
As of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Pennsylvania	0	1	0
Virginia	0	1	0
Total	0	2	0

A list of the names, addresses, and telephone numbers of all Epoxy Depot franchisees is attached to this disclosure document as EXHIBIT D. A list of the names, last known home addresses, and telephone numbers of every Epoxy Depot franchise that has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as EXHIBIT E. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Epoxy Depot. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21. FINANCIAL STATEMENTS

Our unaudited opening balance sheet is attached to this disclosure document as EXHIBIT F. Our fiscal year ends on December 31. We have not been franchising for three years or more, and thus cannot provide additiona financial statements at this time.

ITEM 22. CONTRACTS

The following exhibits to this disclosure document are the contracts used by us in offering franchises:

EXHIBIT A FRANCHISE AGREEMENT
EXHIBIT B FRANCHISE DISCLOSURE QUESTIONNAIRE
EXHIBIT C STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT D LIST OF FRANCHISEES
EXHIBIT E LIST OF FRANCHISEES WHO LEFT THE SYSTEM
EXHIBIT F FINANCIAL STATEMENTS
EXHIBIT G TABLE OF CONTENTS OF OPERATING MANUAL
EXHIBIT H STATE SPECIFIC ADDENDA

ITEM 23. RECEIPT

The Receipt page is attached to the last page of this disclosure document. You must sign the receipt to acknowledge your receipt of this disclosure document.

EXHIBIT A. FRANCHISE AGREEMENT

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

Franchise Agreement

BETWEEN

EPOXY DEPOT FRANCHISE INC.
FRANCHISOR

AND

_____
FRANCHISEE

_____
(Common Territory Name)

_____
DATED

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EXHIBIT 3. ..... RESTRICTIVE COVENANT AGREEMENT
EXHIBIT 4. ..... POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER

EPOXY DEPOT FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**"), made by and between Epoxy Depot Franchise Inc., a Pennsylvania corporation (the "**Franchisor**"), and _____, a(n) _____ (the "**Franchisee**") on the date signed herein by the franchisor herein _____ (the "**Effective Date**").

WITNESSETH:

WHEREAS Franchisor has dedicated time, skill, effort, and money to create and develop and continues to develop a system (the "**System**") for the establishment and operation of a distinctive type of business (referred to as an "**Epoxy Depot Franchised Business**" or the "**Franchised Business**") that offers training, products and equipment for all epoxy and concrete needs.

WHEREAS, the System consists of distinctive methods and procedures for marketing and advertising; specially designed business forms and procedures for the efficient operation of the Franchised Business; an operation manual (the "**Operating Manual**"); and specially designated equipment, techniques, and procedures for the promotion and provision of Franchisee's services.

WHEREAS, Franchisor and its affiliates have invested substantial amounts of money in developing, and continues to develop, use and control the use of the mark "Epoxy Depot", as well as any derivatives thereof, and certain other trade names, business names, service marks, trademarks, logos, designs and trade symbols (collectively referred to as the "**Marks**") to identify to the public the source of services marketed thereunder and through the Epoxy Depot System and to represent the Epoxy Depot uniform and high standards of quality.

WHEREAS, an affiliate of Franchisor has registered the mark Epoxy Depot with the United States Patent and Trademark Office and Franchisor has the exclusive right to use all of the Marks and any derivatives thereof in connection with the operation of the Epoxy Depot System, as are now or may from time to time be designated in writing by Franchisor for use in connection with the operation of the System.

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality and service, the necessity of opening and operating the Franchised Business in conformity with Franchisor's standards and specifications as presented in Franchisor's Operating Manual and updates and preserving the confidentiality of the System.

WHEREAS, Franchisor offers franchises for the development and operation of Franchised Businesses to be operated and promoted within a designated geographical territory.

WHEREAS, Franchisee has applied for an Epoxy Depot Franchised Business. In reliance upon all of the representations made by Franchisee in the application and in this Agreement, Franchisor has approved Franchisee's application.

NOW, THEREFORE, in consideration of the above Recital, which is incorporated herein as if fully rewritten, and the mutual promises contained herein, the parties agree as follows:

I. GRANT OF FRANCHISE

A. **Grant of Franchise; Territory.**

1. Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the right to operate, and Franchisee undertakes the obligation to establish and operate in the area designated in Exhibit 1 of this Agreement (the "**Territory**") an Epoxy Depot Franchised Business under the System and the Marks and using the System Standards as set forth in this Agreement, the Operating Manual, or other directives provided by Franchisor. Territory is determined on an individual basis taking into account demographics, minimum number of households, household income and market potential. Your Territory will be a geographic area that encompasses a population range between 500,000 and 600,000 people, measured by public information and public sources. Territory size may be impacted by natural boundaries such as rivers, lakes and mountain ranges.

Franchisee acknowledges and agrees that this Agreement does not grant Franchisee the option or right to purchase additional Franchised Businesses and/or additional Territories.

2. Except as otherwise provided for in this Agreement and for as long as Franchisee is not in breach of this Agreement, Franchisor shall not establish or franchise another to establish an Epoxy Depot Franchised Business under the Marks and System within the Territory during the term of this Agreement. If Franchisee is in default of this Agreement, Franchisor reserves the right to modify the Franchisee's Territory, or to allow other franchisees or company-owned locations to operate in the Territory unless and untile such default is cured.

3. Franchisee may advertise, solicit, offer, accept orders, and sell within the Territory, and may not do so outside of the Territory. Franchisee does not have the right to use other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Territory unless Franchisor gives its prior written consent and no other Epoxy Depot franchise or company-owned unit is located in the area. If Franchisee is granted consent to service another specified area, Franchisee shall be obligated to pay royalty fees and other fees to Franchisor for the services performed or products sold. If Franchise offers, solicits, or accepts, or performs service outside of the Territory without Franchisor's written consent, Franchisor may in its discretion, in addition to all other remedies provided for in this Agreement or in law or equity, assess a fee up to or equal to 100% of any revenue generated from the customer ("**Out-of-Territory Fee**") and Franchisee agrees to pay the Out-of-Territory Fee. If Franchisor grants Franchisee permission to operate outside its Territory, such permission may be revoked at any time, and Franchisee must cease such activity, without compensation. Such permission may be revoked for any reason, including, but not limited to, sale of the area to another franchisee or opening of a company-owned location.

B. **Reserved Rights**

Franchisor specifically reserves all rights not expressly granted to Franchisee in this Agreement. Without limiting the generality of the preceding sentence, Franchisor has the right to:

1. Own, acquire, establish and operate, and license others to establish and operate, Franchised Businesses under the Marks and System outside the Territory.

2. Acquire, develop, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind regardless of location;

3. Establish and operate, and license others the right to open and operate, businesses that offer similar products and services to those offered by the Franchised Business under any other mark other than the Marks at any location, within or outside the Territory;

4. Use the Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement;

5. Sell and distribute, directly or indirectly, or license others to sell and distribute within or outside the Territory, directly or indirectly, any products, services or merchandise, including Permitted Products and Services, from any location or to any purchaser or through any alternative channel or method of distribution including, but not limited to, via retail and wholesale distribution, in hardware stores, club stores and other retail facilities, via mail order and e-commerce channels;

6. Offer and sell the Permitted Products and Services authorized for Franchised Business using the Marks or other trademarks, service marks, and commercial symbols to Special Accounts as defined and per the conditions set forth in this Agreement.

C. Special Accounts

The Franchisor has the exclusive right to contract with customers whose offices, stores, plants, buildings, or other physical facilities are not confined to the territory of a single Epoxy Depot territory or the trading area of a single Franchise, Franchisor-owned or affiliate-owned business (referred to herein "**Special Accounts**"). If Franchisor establishes a contract for facilities of a Special Account located in the Territory, Franchisor will have the unfettered right to fulfill the contract requirements to the Special Account in the Territory in any manner it deems suitable, including through a Franchisor or affiliate-owned business, or a third-party contractor. Additionally, if at any time a Special Account that services in the Territory be provided by someone other than Franchisee, Franchisor may fulfill the contract requirements of the Special Account in the Territory in any manner Franchisor deems suitable.

II. TERM AND RENEWAL

A. Initial Term

Except as otherwise provided, the initial term of this Agreement is for a period of ten (10) years from the date the Franchised Business opens and commences on the date Franchisor executes this Agreement.

B. **Renewal**

Upon the expiration of the initial term or any renewal term hereof, Franchisee may, at its option, renew this Agreement for an additional term of ten (10) years (the "**Successor Franchise**"), provided that at the end of each term:

1. Franchisor is still offering Franchises at the time of each renewal period;

2. Franchisee has given Franchisor written notice of its election to renew not less than six (6) months, but not more than one (1) year, prior to the end of the preceding term;

3. Franchisee is not in default under any provision of this Agreement, any amendment or successor thereto, or any other agreement or instrument between Franchisee and Franchisor or its affiliates, approved suppliers of the System and had substantially complied with all of the terms and conditions of all such agreements during the then-current term;

4. Franchisee shall refurbish the Franchised Business, including inventory, equipment and any vehicles, to conform to the then-current trade dress, color schemes, and presentation of the Marks and Systems Standards;

5. Franchisee executes Franchisor's then-current form of franchise agreement (a "**Successor Agreement**") and all other agreements and contracts that are normally and customarily signed by franchisees, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, different royalty and Brand Development Fund Contributions; provided, however, the agreement offered Franchisee upon renewal shall not require Franchisee to pay the Initial Franchise Fee again;

6. Franchisee must pay Franchisor a successor franchise fee ("**Successor Franchise Fee**") of $2,500 at the same time that Franchisee gives Franchisor the written request required by this Article II. If Franchisor refuses to grant Franchisee a Successor Franchise, Franchisor shall, at the same time, notify Franchisee of the refusal and refund the Successor Franchise Fee paid by Franchisee. The Successor Franchise Fee is not refundable under any other circumstances;

7. Unless prohibited by the laws of the state in which Franchisee is located, Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, shareholders, partners, members, agents and employees, in their corporate and individual capacities; and

8. Franchisee shall comply with Franchisor's then-current qualification and training requirements, including, without limitation, any training requirements specifically designated for renewing Franchisees.

C. **Interim Term**

If Franchisee does not execute a Successor Agreement before the expiration of this Agreement and Franchisee continues to accept the benefits of this Agreement after the expiration, then at Franchisor's option, this Agreement may be treated either as: (i) expired as of the expiration date, with Franchisee then operating without a franchise to do so and in violation of Franchisor's rights;

or (ii) continued on a month-to-month basis (the "**Interim Term**") until terminated by either party with at least one month written notice. In the latter case, all of Franchisee's obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, except Royalty Fees, and all other fees shall be at the Franchisor's then-current rates and amounts plus an additional 2% royalty on Gross Revenues, and all obligations and restrictions imposed on Franchisee upon the expiration of this agreement will be deemed to take effect upon termination of the Interim Term. Except as described in this paragraph, Franchisee has no right to continue to operate the Franchised Business following the expiration of the Initial Term. If any applicable law requires a longer notice period, the one-month period will be deemed modified to be the shortest notice period required by the law.

III. INITIAL AND ONGOING FEES

A. Initial Franchise Fee; Logistics Fee

Franchisee shall pay Franchisor a nonrefundable initial franchise fee ("**Initial Franchise Fee**") and logistics fee ("**Logistics Fee**"). You must pay us an Initial Franchise Fee of $40,000 and Logistics Fee of $60,000 in full when you sign the Franchise Agreement for your Territory. A minimum protected Territory is located in all or a portion of a listed town, city, or county, and is identified by a group of contiguous zip codes or marked map. The Initial Franchise Fee and Logistics Fee are considered fully earned and are nonrefundable under any circumstances.

The Initial Franchise Fee and Logistics Fee must be paid in cash or by check, money order, or bank draft and are fully earned, due, and payable to Franchisor upon the execution of this Agreement, in consideration of, among other things, the administrative and other expenses incurred by Franchisor in furnishing items to Franchisee as described herein and for Franchisor's lost or deferred opportunity to franchise to others.

B. Royalty Fee

Franchisee shall pay Franchisor a royalty fee equal to thirty percent (30%) of Gross Revenues (the "**Royalty Fee**") for the preceding month, subject to the minimum payments as described below. Royalty Fees include both the royalty on sales of Permitted Products and Services, and the cost of inventory that is supplied by Franchisor on consignment in Franchisee's Franchised Business. Royalty Fees are due and payable by the end of the first week of the following month. Franchisee shall also pay all federal, state, and local sales or use taxes that may be levied or assessed, in whole or in part, on the Royalty Fees payable to Franchisor, regardless of whether such taxes be assessed against or payable by Franchisor or Franchisee.

C. Brand Development Fund

Franchisee shall pay a brand development fund contribution equal to five percent (5%) of monthly Gross Revenues (the "**Brand Development Fund Contribution**") for the preceding month. Brand Development Fund Contributions are due and payable by the end of the first week of the following month based upon Franchisee's Gross Revenues for the preceding month. Franchisee shall also pay all federal, state, and local sales or use taxes that may be levied or assessed, in whole or in part, on the Brand Development Fund Contributions payable to Franchisor, regardless of whether such taxes be assessed against or payable by Franchisor or Franchisee. Franchisor

reserves the right to increase the Brand Development Fund Contribution upon 30 days prior written notice to Franchisee.

D. Gross Revenues

The term "**Gross Revenues**," as used in this Agreement, shall mean all sales and other income (recognized on an accrual basis), whether cash or credit or barter for exchange (regardless of the collection in the case of credit), arising from the operation of the Franchised Business, less (i) all refunds and discounts made to customers in good faith and in accordance with Franchisor's policies, and (iii) any sales or excise taxes that are separately stated and that Franchisee may be required to and does collect from customers and pays to any federal, state, or local taxing authority.

E. Method of Payment

Franchisee agrees to permit Franchisor to automatically debit fees and any other amounts due to Franchisor hereunder via Automated Clearing House ("**ACH**") or other means as Franchisor may stipulate. Franchisee agrees to execute and deliver to Franchisor an authorization for electronic transfer of funds for direct debits from Franchisee's business bank operating account and to comply with procedures specified by Franchisor and perform such acts as may be necessary to accomplish payment by electronic fund transfer. Franchisee authorizes Franchisor to initiate debit entries and/or correction entries to a designated checking account for payment of royalties or any other fees and amounts payable to Franchisor, including, but not limited to, attorney fees and interest. Franchisee shall make funds available to Franchisor for withdrawal by electronic transfer no later than the due date for payment. If Franchisee has not timely reported Franchisee's Gross Revenues to Franchisor for any reporting period, then Franchisor shall be authorized to debit Franchisee's account in an amount equal to 125% of the Royalty Fees and other fees and amounts payable by Franchisee for the last reporting period for which a statement of operations was received from Franchisee. Nothing contained in this paragraph shall be construed to waive Franchisee's obligations to submit any reports, records, or other materials required by this Agreement or waive any remedy available to Franchisor for Franchisee's failure to make timely payments.

G. Taxes

If any sales, excise, use, or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, Brand Marketing Fund Contribution, or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

H. Technology Fee

Franchisee shall pay Franchisor a technology fee, in an amount that Franchisor reasonably determines ("**Technology Fee**"), for access to and use of certain technology, learning management systems, and other training materials, as well as and access to the local marketing library, a scheduling system, payment processor, sales and financial reporting, franchise portal, benchmarking platform or other operations systems. In Franchisor's sole discretion, Franchisor may (i) increase the amount of the Technology Fee and/or (ii) replace the software and technology

with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto.

I. Memberships and Subscriptions

Franchisee must participate in all membership and subscription services that Franchisor requires and pay all dues associated with such programs and memberships.

J. Initial and Ongoing Inventory

Before and after opening, Franchisor, or its approved supplier, will supply Franchisee's inventory of supplies and equipment.

During the term of this Agreement and any renewal term, Franchisor will supply required levels of inventory and supplies for Franchisee. The cost of the initial inventory and equipment are paid to Franchisor through the Royalty Fee, and are fully earned upon payment and non-refundable. Franchisor may charge franchisee the cost of the inventory or product plus thirty percent (30%) for any improperly rotated and expired inventory, damaged inventory, or for any discrepancies in inventory sold that Franchisor becomes aware of as a result of an audit of Franchisee's bookkeeping.

K. Accounting Software

Prior to opening, Franchisee must purchase QuickBooks accounting software. Franchisor must be given viewer-only access to Franchisee's QuickBooks accounts.

L. Overdraft/Returned Payment Fee

Franchisee shall pay Franchisor a fee of $50 per occurrence for any ACH or automatic debit payments that are returned or refused processing.

IV. OPENING OF FRANCHISED BUSINESS

A. Site

Franchisee shall solely operate the Franchised Business from a shop location (the "**Site**") that is approved by and meets Franchisor's then-current site requirements and is identified in Exhibit 1 to this Agreement. Franchisee acknowledges and agrees that Franchisor's approval of the Site is solely based upon the Site conforming to System Standards and is not intended as and should not be interpreted as an opinion, testament, or assurance regarding the success or profitability of the specific Site.

Franchisee may relocate the Site of the Franchised Business so long as the new Site meets Franchisor's then-current Site requirements and is approved by Franchisor and Franchisee reimburses Franchisor for any costs and expenses incurred by Franchisor in the Franchised Business relocation.

B. Time to Open

Franchisee acknowledges that time is of the essence in this Agreement. Upon Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business, which shall be defined herein as the "**Opening Date**". Prior to the Opening Date, Franchisee shall (i) satisfactorily complete Franchisor's Initial Training Program, as further set forth in Article V, (ii) hire and train staff, if required, and (iii) obtain all required licenses to operate the Franchised Business. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening. Franchisee's failure to open the Franchised Business and commence operations within 210 days following the Effective Date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement.

C. Notice and Franchisor's Final Inspection Approval

In connection with the opening of the Franchised Business, Franchisee shall provide at least thirty (30) days prior notice to Franchisor of the date on which Franchisee proposes first to open the Franchised Business for business. Franchisee agrees not to open the Franchised Business without first obtaining Franchisor's final written inspection approval.

V. TRAINING AND ASSISTANCE

A. Initial Training

Prior to opening the Franchised Business, Franchisee and Franchisee's Designated Manager shall attend and successfully complete, to Franchisor's satisfaction, the initial training program (the "**Initial Training Program**") offered by Franchisor at a location designated by Franchisor. The Initial Training Program is offered tuition free for the two attendees. If any required attendee does not satisfactorily complete such training, Franchisor may require that a replacement person attends and successfully completes, to Franchisor's satisfaction, the Initial Training Program. Franchisee and your Franchised Business Designated Manager must attend and successfully complete to Franchisor's satisfaction the Initial Training Program at least three (3) weeks but not more than five (5) weeks before the opening of the Franchised Business. You must pay for all travel, lodging, and other costs of Initial Training Program attendance. Thereafter, we may charge a fee for attendance of the Initial Training Program for new and replacement managers.

Franchisee acknowledges that the grant of the franchise under this Agreement is conditioned upon the successful completion of Franchisor's Initial Training Program by Franchisee and the Designated Manager. If, during the course of the Initial Training Program or within fifteen (15) days thereafter, Franchisor concludes that Franchisee or the Designated Manager, as the case may be, has not exhibited the aptitude, abilities, or personal characteristics necessary or desirable to successfully operate an Epoxy Depot Franchised Business in accordance with the standards and procedures of the Epoxy Depot Operating Manual and the System, Franchisor may, in its sole discretion and judgment, cancel this Agreement and all rights hereunder by giving notice to Franchisee. Upon the cancellation of this Agreement pursuant to this paragraph, Franchisee shall return to Franchisor the Operating Manual and all other materials, information, and other items that Franchisee received from Franchisor, including all copies thereof and notes thereon. Franchisee agrees to maintain the confidentiality of all information strictly received relating to the Epoxy Depot Operating Manual and not to use, in connection with the epoxy business, or similar business, any trade secrets or confidential information obtained from Franchisor.

B. Training of Replacement Personnel

If Franchisee or the Designated Manager fail to complete the Initial Training Program to Franchisor's satisfaction, the respective persons may repeat the course, or, in the case of a new or replacement employee or attendee, Franchisee may send a replacement (the "**Replacement Personnel**") to the next available training session. Franchisor may charge its then-current training tuition fee for such Replacement Personnel to attend the Initial Training Program. Failure by Franchisee, an employee, attendee, or any Replacement Personnel to complete the Initial Training Program to Franchisor's satisfaction within the time period prescribed in this Agreement shall constitute default of this Agreement and Franchisor may terminate the Agreement.

C. Ongoing Training

Franchisor may also require that Franchisee and/or its Designated Manager, employees, and contractors attend such refresher courses, seminars, and other training programs as Franchisor may reasonably require from time to time. Failure to attend mandatory training, including an annual conference or business meeting, is a default under this Agreement. If Franchisor fails to attend any mandatory training program, Franchisee is required to obtain the training at a location Franchisor's designates, at Franchisee's sole cost, which includes tuition at the then-current rate, plus all your travel costs and our trainer's travel costs.

D. Annual Meeting

Franchisor reserves the right to conduct an annual conference and/or convention for all franchisees, and/or System owners and/or System operators, and may require that all franchisees, and/or System owners and/or System operators and/or any Designated Manager attend and participate in this annual event for a period of up to five (5) business days. Franchisor reserves the right to charge Franchisee a fee for such meetings. This provision shall not be construed to require Franchisor to hold, provide, sponsor, host, or organize any such meetings.

E. Continuing Assistance

Franchisor will provide Franchisee, at no charge to Franchisee, periodic and continuing advisory assistance with technical, operational, sales, personnel, accounting, or other issues affecting the day-to-day operation of the Franchised Business in such manner and frequency as Franchisor deems advisable.

F. Training Costs

For all training courses, seminars, and programs, Franchisor shall provide instructors and training materials, provided that Franchisor reserves the right to charge a fee for a refresher, remedial, and additional training it provides. Said refresher and remedial courses are currently set at $500 per day plus travel expenses, and additional training, or training for new or replacement initial training attendees is currently set at $500 per day plus travel expenses. Franchisee shall bear the cost of all other expenses for its attendees during the training period, including, without limitation, the costs of transportation, lodging, meals, wages, and workers' compensation insurance.

VI. SYSTEM STANDARDS

A. **Standards**

Franchisee acknowledges and agrees that every detail of the System is important, not only to Franchisee but also to Franchisor and other Epoxy Depot franchisees, in order to develop and maintain high and uniform operating standards, to increase the demand for the products and services offered by all franchisees, to establish and maintain a reputation for uniform, efficient, high-quality products and services, and to protect the goodwill of all Epoxy Depot franchises. Franchisee further acknowledges and agrees that a fundamental requirement of the System, this Agreement, and other Epoxy Depot franchises are adherence by all Franchisees to the uniform specifications, standards, operating procedures, and rules prescribed by Franchisor for the development and operation of the Franchised Business (collectively referred to as "**System Standards**"). Accordingly, Franchisee agrees to comply with each and every System Standard, as periodically modified and supplemented by Franchisor in its sole and absolute discretion, during the term of this Agreement. Franchisee further agrees that System Standards prescribed from time to time in the Operating Manual or otherwise communicated to Franchisee in writing shall constitute provisions of this Agreement as if fully set forth in this Agreement. All references to this Agreement include all System Standards as periodically modified.

Franchisee agrees to comply with System Standards and not to deviate from Franchisor's specifications or procedures. In addition to all other remedies provided herein or otherwise, if Franchisee fails to adhere to the System Standards or Franchisee is found in violation of the System Standards, Franchisee shall reimburse Franchisor for any and all costs and expenses associated with counsel, inspection, support, assistance, enforcement rendered to and against Franchisee regarding said System Standards violation and/or non-compliance.

B. Designated and Approved Suppliers

Recognizing that preservation of the System depends upon product and service uniformity and the maintenance of Franchisor's trade dress, Franchisee agrees to purchase all supplies, equipment, marketing materials, and other products and materials required for the operation of the Franchised Business as the Franchisor designates from time to time solely from Franchisor, Franchisor's affiliates, and/or any vendors and suppliers designated by Franchisor ("**Approved Supplier**"). Franchisee hereby acknowledges that Franchisor, Franchisor's affiliates and/or a third party may be one of several, or the only, Approved Supplier of any item. Franchisee further acknowledges and agrees that Franchisor and/or Franchisor's affiliates have the right to realize a profit or otherwise derive revenue and other material consideration on any products and/or services that Franchisor, Franchisor's affiliates and/or Franchisor's Approved Suppliers supply and/or provide to Franchisee. Franchisor has the irrevocable right to modify, supplement or otherwise change its lists of Approved Suppliers and any items that must be purchased from such Approved Suppliers at any time, as Franchisor deems advisable in its sole discretion. Franchisor may provide Franchisee with notice of such modifications to these lists via the Operating Manual or any other manner Franchisor deems appropriate.

C. Supplier Approval

If Franchisee desires to purchase any items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval or shall request the supplier itself to do so. Such

notice shall include the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, if known. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, at Franchisor's option, either to Franchisor or to an independent certified laboratory designated by Franchisor, for testing, and the actual cost of the tests shall be paid by Franchisee or the supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within forty-five (45) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's criteria. Franchisor may charge a reasonable fee for inspection, review, and approval of suppliers. Franchisor may revoke supplier approval at any time for any reason upon notice to the franchisees.

D. Products and Services

Franchisee shall offer and sell all products and services, and only those products and services authorized by Franchisor and specified in the Operating Manual or as designated in writing by Franchisor (the "**Permitted Products and Services**"). Franchisor may unilaterally add and delete products or services to or from the Permitted Products and Services at any time. Franchisor may also designate any products or services as optional. Franchisee shall at all times maintain sufficient levels of inventory, as specified in the Operations Manual, to adequately satisfy consumer demand. Franchisee must offer, use and sell all private label products which Franchisor may now or in the future designate for sale by System franchisees. In the event Franchisee wishes to offer any Permitted Products or Services that Franchisor indicates requires additional training or certification from Franchisor or its designee, then Franchisee must complete such training and/or obtain such certification, at Franchisee's sole expense, prior to providing these specialized Permitted Product and Services.

E. Pricing

Subject to state law, Franchisor has the right to provide recommended and suggested pricing for the Franchised Business products and services. Franchisee shall control its own pricing.

F. Promotions

Franchisee shall fully participate, honor, and comply with any and all System, local, regional, seasonal, promotional, and other programs, initiatives, and campaigns adopted by Franchisor that Franchisor requires Franchisee to participate in.

G. Equipment and Inventory.

Prior to commencement of operations, Franchisor shall adequately supply the Franchised Business with equipment, tools, supplies, and inventory as prescribed by the Franchisor. Franchisor reserves

the right to require Franchisee to invest in additional infrastructure and/or equipment and staffing requirements, as may be set forth more specifically in the Operating Manual or otherwise in writing, to ensure adequate brand servicing in the Territory.

H. Maintenance Standards

Franchisee shall at all times maintain the Franchised Business and all equipment in a high degree of cleanliness, repair, and condition, and in connection therewith and shall make such additions, alterations, repairs, and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repair or replacement of obsolete furnishings, fixtures, equipment, and signs as Franchisor may direct.

I. Refurbishing

Franchisee agrees to repair, refinish, replace, and/or otherwise refurbish the Franchised Business's computer system, required software, vehicle(s), trailer(s), equipment, tools and any other tangible part or property of the Franchised Business at Franchisee's sole expense at such times as Franchisor may reasonably direct. Franchisor has the right to direct Franchisee to remodel, re-equip, and otherwise refurbish the Site in the manner necessary to bring it into conformance with other franchises of the type Franchisor's franchisees are opening at the time of such direction. If at any time, in Franchisor's judgment, the general state of repair or the appearance of the Site or Franchisee's equipment, does not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. If Franchisee fails or refuses to initiate within thirty (30) days after receipt of such notice Franchisor shall have the right, in addition to all other remedies, to enter upon the premises of the Site and affect such maintenance on behalf of Franchisee, and Franchisee shall pay the entire costs thereof on demand.

J. Variance

Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege to vary System Standards for any Epoxy Depot Franchisee based upon any condition that Franchisor deems to be of importance to the successful operation of such franchisee's business.

VII. FRANCHISED BUSINESS OPERATIONS

A. Business Operation

After opening, Franchisee shall maintain the Franchised Business in continuous operation during all normal business hours as provided for in the Operating Manual during the term of this Agreement. Franchisee shall use its best efforts to promote and develop the market for the Permitted Products and Services. The Franchised Business must at all times be under the direct supervision of Franchisee or the Designated Manager, who must devote his/her full time and energy to the operation of the Franchised Business is approved by Franchisor and has successfully completed Franchisor's Initial Training Program.

B. Inspection

To ensure compliance with this Agreement and System Standards, Franchisor or its designated agents have the right, at any reasonable time and without prior notice, to (i) inspect the Franchised Business; (ii) observe Franchisee, the Designated Manager and the Franchised Business's employees during the performance of work; (iii) confer with the Franchisee, the Designated Manager and the Franchised Business's employees; (iv) contact and interview customers and suppliers/distributors of Franchisee; (v) inspect, inventory, and check any and all inventory, equipment, signage, fixtures, furniture and operating methods of the Franchisee; (vi) test products and supplies; and (vii) conduct online or other surveys and secret shoppers, including recorded and interviews. Franchisor may require that Franchisee furnishes its customers with an evaluation form specified by the Franchisor pre-addressed to the Franchisor. Franchisee agrees to fully cooperate with representatives of the Franchisor, making any inspection or observing or evaluating the work of Franchisee or its employees. If any inspection conducted by Franchisor or its designee reveals that the Franchised Business fails to meet System Standards, Franchisor may charge the then-current standard re-inspection fee. Franchisee's failure to achieve or exceed System Standards in two (2) inspections in any twenty-four (24) month period is a material breach of this agreement, for which Franchisor, in addition to its other legal and equitable remedies, may terminate this Agreement, refuse to renew the Franchise granted under this agreement, or reduce the geographic size of the Territory.

C. Payment of Liabilities

Franchisee shall at all times pay its distributors, lessors, contractors, suppliers, trade creditors, employees, and other creditors promptly as the debts and obligations to such persons become due and hold Franchisor harmless therefrom. Franchisee's failure to do so shall constitute a breach of this Agreement. In the event Franchisee shall fail to pay any such obligations promptly as the debts to such persons or entities become due, Franchisor shall, in addition to its other remedies provided in this Agreement, have the right, at its election and without being obligated to do so, to pay such obligations, and the amount or amounts paid therefore shall be paid by Franchisee to Franchisor with the next succeeding payment due to Franchisor under this Agreement, together with interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.

D. Payment of Taxes

Franchisee shall at all times pay its taxes on real and personal property, leasehold improvements, and fixtures and equipment, and all sales, payroll, and other taxes promptly when due and hold Franchisor harmless therefrom. Franchisee's failure to do so shall constitute a breach of this Agreement. All taxes shall be paid directly to the taxing authorities prior to the delinquent date. If any taxes become delinquent, Franchisor may elect to pay the delinquent tax on behalf of Franchisee, together with penalties and interest, if any, and Franchisee agrees, upon demand of Franchisor, to reimburse Franchisor for any sums so paid by Franchisor, together with interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.

E. Compliance with Law

Franchisee agrees to comply with all laws, regulations, and requirements of federal, state, municipal, and other governmental entities and agencies (including, but not limited to, Title VII of the Civil Rights Act, OSHA, the ADA, the Age Discrimination in Employment Act, and any other federal, state or local employment laws relating to occupational hazards and health, consumer protection, employment discrimination, and sexual harassment), and to obtain and maintain any and all licenses and permits required by any governmental agencies or otherwise necessary to conduct the Franchised Business in any jurisdiction in which it operates. Franchisee agrees and acknowledges that Franchisee alone shall be responsible for compliance with the obligations under this paragraph and that Franchisor shall have no obligation with respect thereto.

F. Client Service

Franchisee acknowledges that client satisfaction is essential to Franchisee's success as well as the reputation and success of the Marks, the System, and other Epoxy Depot franchisees. Accordingly, Franchisee agrees to (i) use its best efforts to ensure the satisfaction of each of Franchisee's customers; (ii) use good faith and fair dealing in all dealings with customers, potential customers, suppliers, and creditors; (iii) respond to client complaints in a courteous, prompt, and professional manner; and (iv) use its best efforts to resolve client disputes promptly and fairly in a mutually agreeable manner. If Franchisee fails to resolve a dispute with a client, for any reason whatsoever, Franchisor, in its sole discretion, may (but shall not be obligated to) investigate the matter and require Franchisee to take such actions as Franchisor deems necessary or appropriate to resolve the dispute fairly and promptly. Nothing contained in this Section, or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

Franchisee agrees to participate in and fully comply with any customer warranty or guaranty, or customer satisfaction program Franchisor may establish from time to time.

VIII. ORGANIZATION, MANAGEMENT AND STAFFING

A. Non-Individual Franchisee

If Franchisee is other than an individual, it shall comply with the following requirements prior to its execution of this Agreement:

1. Franchisee shall be newly organized, and its charter, articles of organization, bylaws, partnership agreement, or operating agreement shall provide that its activities are confined exclusively to operating the Franchised Business;

2. Franchisee, prior to the execution of this Agreement, shall have provided Franchisor with written information as to each shareholder, member or partner of Franchisee ("**Principals**"), and the interest of each and shall promptly notify Franchisor of any changes in any such information during the term of this Agreement;

3. All Principals of Franchisee and their spouses shall enter into a personal guaranty, in the form attached hereto as "Exhibit 2", agreeing to be personally bound by and unconditionally

guaranteeing the full payment and performance of Franchisee's obligations to Franchisor. Franchisee acknowledges that this Agreement is a personal services contract, and Franchisor would not enter into the Agreement with an entity without a personal guaranty;

4. Each ownership certificate of Franchisee, if any, shall have conspicuously endorsed upon its face the following legend:

> "The transfer, sale, or pledge of these shares is subject to the terms and conditions of a Franchise Agreement with Epoxy Depot dated _____."

5. Copies of Franchisee's articles of incorporation or organization, bylaws, partnership agreement, operating agreement, and other governing documents, including the resolutions of the Principals or directors or managers authorizing the execution of this Agreement, shall be furnished to Franchisor for its approval; and

6. Franchisee's name shall not consist of or contain the Marks or any colorable variation thereof or any other mark in which Franchisor has or claims a proprietary interest.

B. Designated Manager

Prior to beginning the Initial Training Program, Franchisee may designate, subject to Franchisor's approval, an individual (the "**Designated Manager**") who shall be responsible for general oversight and management of the operations of the Franchised Business on behalf of Franchisee. Criteria for Franchisor's approval of the Designated Manager may include completion of the Franchisor's Initial Training Program and other criteria as stipulated by Franchisor. Franchisee acknowledges and agrees that Franchisor shall have the right to rely upon the Designated Manager to have been given, by Franchisee, decision-making authority and responsibility regarding all aspects of the Franchised Business. In the event that the Designated Manager dies, becomes incapacitated, leaves Franchisee's employ, transfers his/her interest in Franchisee, or otherwise ceases to supervise the operations of the Franchised Business, Franchisee shall promptly, but no event later than forty-five (45) days, designate a new Designated Manager, subject to Franchisor's approval. Franchisee must also hire a dedicated salesperson who will be responsible for selling Permitted Products and Services within the Territory, networking with businesses in the community, implementing Franchisor's sales programs, and be responsible for growing the local business.

C. Franchised Business Staff

Franchisee shall maintain a competent, conscientious, trained staff (who shall have been adequately trained per Franchisor System Standards) in numbers sufficient to service customers promptly and properly, including at least a trained manager (or other trained supervisory employees in accordance with the Operating Manual) on duty at all times at which the Franchised Business is open (including daily Franchised Business opening and closing procedures), and take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe.

D. Compliance with the USA Patriot Act

Franchisee certifies that neither Franchisee nor any of its affiliates, Principals, employees, or other persons associated with Franchisee is an embargoed person. Franchisee shall not hire or have any dealings with an embargoed person or permit an embargoed person to hold an ownership interest in or position as a director or officer of Franchisee. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee or any of its affiliates, Principals, employees, or other persons associated with Franchisee being an embargoed person. Franchisee shall comply with and assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the anti-terrorism laws. In connection with that compliance, Franchisee certifies, represents, and warrants that none of its property or interests are subject to being "blocked" under any of the anti-terrorism laws and that Franchisee and its affiliates and Principals are not otherwise in violation of any of the anti-terrorism laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all anti-terrorism laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities so stated in this Agreement include Franchisee's obligations under this paragraph. Any misrepresentation by Franchisee under this paragraph or any violation of the anti-terrorism laws by Franchisee, its affiliates, Principals or employees, will constitute grounds for immediate termination of this Agreement and any other agreement between any Franchisor-relate person and Franchisee or any of its affiliates, Principals or employees.

IX. COMMUNICATIONS AND INFORMATION SYSTEMS

A. Computer System

To ensure the efficient management and operation of the Franchised Business and the transmission of data to and from Franchisor, Franchisee, at its own expense, shall install, prior to opening the Franchised Business, and shall maintain and utilize during the term of this Agreement, such communication and information system as may be specified by the System Standards from time to time.

1. As used in this Agreement, the term communication and information system shall mean hardware (including without limitation one or more computers and/or other computer components); software designated for the management and operation of the Franchised Business, as well as reporting and sharing information with Franchisor; and communication systems (including, without limitation, digital and analog modems, satellite, cable, and other systems).

2. Franchisee shall use communication and information system as designated by Franchisor and, as may be so required, lease and/or purchase its communication and information system only from Franchisor Approved Suppliers or vendors. Franchisee shall not install, or permit to be installed, any devices, software, or other programs not approved by Franchisor for use with the communication and information system.

3. Franchisor may, from time to time, develop or authorize others to develop proprietary software programs for use in the System, which Franchisee may be required to purchase and/or license, and use, in connection with the Franchised Business. Franchisee agrees that it shall execute any license, sublicense, or maintenance agreement and pay any applicable fees

required by Franchisor or any other approved licensor or approved vendor of such proprietary software programs.

4. If required by Franchisor, Franchisee shall obtain and maintain a contract with a vendor that Franchisor has approved in writing for software maintenance, support, and upgrade services for Franchisee's communication and information system and to provide Franchisee with such assistance as Franchisee and Franchisee's employees may require. Franchisee acknowledges that Franchisor may be one of or the only approved vendor for such services, and if Franchisee obtains these services from Franchisor, then Franchisee agrees that it shall pay Franchisor the maintenance fee and help desk fee specified by Franchisor for such services. Notwithstanding these rights of Franchisor, Franchisor shall not at any time be obligated to provide any such services or support for the hardware or software used in the communication and information system.

5. Franchisee shall upgrade and update its communication and information system in the manner and when specified by Franchisor in writing.

6. Franchisee shall have the sole and complete responsibility for the manner in which Franchisee's communication and information system interfaces with other systems, including those of Franchisor and other third parties, as well as any and all consequences that may arise if Franchisee's communication and information system is not properly operated, maintained, and upgraded.

7. Franchisee shall: (a) promptly enter, into its communication and information system, and maintain all information required to be entered and maintained by Franchisor; (b) provide to Franchisor such reports as Franchisor may request from the data so collected and maintained, and (c) permit Franchisor to access Franchisee's communication and information system at all times via modem or other means specified by Franchisor from time to time. Franchisee shall cooperate with Franchisor and shall execute all documents required by Franchisor to permit access to Franchisee's communication and information system and data contained therein. The reporting requirements set forth in this Article IX shall be in addition to and not in lieu of the reporting requirements set forth otherwise in this Agreement.

8. Any and all data collected or provided by Franchisee, downloaded from Franchisee's communication and information system, and otherwise collected from Franchisee's system by Franchisor and/or provided to Franchisor, is and shall be owned exclusively by Franchisor, and Franchisor shall have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee, including, but not limited to, the disclosure or distribution of such information to other franchisees of Franchisor, or the disclosure of such information to prospective franchisees of Franchisor, by inclusion in Franchisor's franchise disclosure document or otherwise; however, Franchisee is hereby licensed (without any additional fee) to use such data solely for the purpose of operating the Franchised Business, and such license

shall automatically and irrevocably expire when this Agreement terminates or expires, without additional notice.

B. **Email, Telephone, Internet**

1. Franchisee shall maintain telephone lines and features for use exclusively by the Franchised Business as required by Franchisor in the Operating Manual or otherwise communicated to Franchisee from time-to-time.

2. Prior to opening the Franchised Business and thereafter at all times during the term of this Agreement, Franchisee shall obtain and maintain an e-mail account as specified by Franchisor that is capable of receiving and sending attached files of a size specified by Franchisor in the Operating Manual or otherwise communicated to Franchisee from time-to-time, along with an internet connection via a commercial internet service provider.

3. Franchisee may not implement a website or URL for the Franchised Business either itself or through a third-party provider. Franchisor shall have sole discretion and control over the website (including timing, design, contents and continuation), and may create interior landing pages for Franchisee, in Franchisor's discretion.

4. Franchisor shall have the right, but not the obligation, to establish a website and/or other electronic system providing private and secure communications (e.g., an extranet) between Franchisor, Franchisee, other franchisees, and other persons and entities as determined by Franchisor, in its sole discretion. If required by Franchisor, Franchisee shall establish and maintain access to the extranet in the manner specified by Franchisor and shall, from time to time, execute such agreements and/or acknowledge and agree to comply with such policies concerning the use of the extranet as Franchisor may prepare.

5. In our sole discretion, Franchisor may permit Franchisee to establish and maintain a separate profile, page or other presence on social media platforms, Google MyBusiness profiles, etc. Prior to establishing such social media page(s), Franchisee is required to obtain Franchisor's prior written approval and must continue to obtain Franchisor's approval of the content to be posted on such social media page(s). If such approval is granted, Franchisee must: (i) establish and operate such social media page(s) in accordance with System Standards and any other policies we designate in the Operations Manual or otherwise in writing from time to time; and (ii) utilize any templates that Franchisor provides to create and/or modify such site(s). Franchisee acknowledges and agrees that such social media accounts, Google MyBusiness profiles, website landing pages, etc. will contain the Franchisor's Marks and proprietary information and upon termination or expiration of this Agreement, all social media accounts, Google MyBusiness profiles, and similar online accounts, platforms, or presence must be immediately assigned to Franchisor.

6. As technology advances and new discoveries are made, we have the right to require that you use other technological items, as well as to designate the specific companies, models and/or types that you must use for these technological services.

X. RECORDS AND REPORTS

A. Records

During the term of this Agreement, Franchisee shall maintain and preserve, for at least seven (7) years from the date of their preparation, full, complete, and accurate books and records of accounts, prepared in accordance with generally accepted accounting principles, and client files and records pertaining to the Franchised Business granted pursuant to this Agreement, all in the form and manner prescribed by Franchisor in the Operating Manual or otherwise in writing. In connection with its maintenance of such accounts and records, Franchisee, at its expense, shall:

1. Submit to Franchisor, on or before the first Tuesday of the week following the end of any month during the term of this Agreement, a Gross Revenues Report and statement of operations in the form prescribed by Franchisor and certified by Franchisee or the Designated Manager, accurately reflecting Franchisee's Gross Revenues and the results of operations of the Franchised Business, respectively, during the preceding period, along with such other data or information as Franchisor may require.

2. Submit to Franchisor monthly, quarterly, and/or annual financial reports, including balance sheets, cash flow statements, profit and loss statements, and other reports as required by Franchisor. All reports shall be submitted timely in accordance with Franchisor's schedule, and all reports shall be certified by Franchisee or the Designated Manager to accurately reflect, respectively, the financial condition of the Franchised Business.

3. Submit to Franchisor signed copies of the federal income tax returns for the previous tax year, as filed with the Internal Revenue Service ("**IRS**"), of Franchisee and of any Principal who owns an ownership interest in Franchisee greater than or equal to fifty percent (50%), on or before April 30 of each year, or, if the taxpayer has received an extension of time to file and submits to Franchisor a signed, file-stamped copy of IRS Form 4868 or 2688, as applicable, then within fifteen (15) days after the final due date for such return, but in no event later than October 30th.

4. Submit to Franchisor, for review or auditing, such other forms, reports, bank statements, client files, records, information, and data as Franchisor may designate, in the form and at such times and places as Franchisor may request.

5. Purchase and install such equipment as Franchisor may require automating the reporting of financial information and payment of recurring fees pursuant to this Agreement, including, but not limited to, internet or intranet reporting and pre-authorization of electronic fund transfer or bank debit.

B. Franchisor Audits and Inspection

At all times during the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement, Franchisee covenants and agrees to permit Franchisor or its designated agents at all reasonable times to examine, at Franchisor's expense and at such location as Franchisor may reasonably select, Franchisee's books and records of accounts, bank statements, canceled checks, client files, federal, state, and local income tax, sales and use tax, and payroll tax returns, the federal income tax returns of any Principal who owns an ownership interest in Franchisee greater than or equal to fifty percent (50%), and any other information or records

pertaining to the Franchised Business (collectively referred to as "**Franchisee's Business Records**"). If such an inspection should reveal that Gross Revenues have been understated by 2% of more in any report to Franchisor, then Franchisee shall immediately pay the amount of Royalty and other fees and amounts due with respect to such understatement plus the late fees and interest at prime (as stated in the Wall St. Journal), plus the cost of the audit. In addition, if the audit is initiated due to franchisee's non-compliance with the terms herein or the Operating Manual or if an inspection reveals an understatement of Gross Revenues of three percent (3%) or more for any monthly period so inspected, or if an inspection is prompted by Franchisee's failure to maintain any records or to timely submit any report or other information required by this Agreement, then Franchisee shall also reimburse Franchisor for any and all costs and expenses of such inspection (including, without limitation, wages paid by Franchisor to its employees, travel expenses, and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have. Franchisor shall also have the right, at any time, to have an independent audit made of Franchisee's Business Records.

XI. INDEMNIFICATION AND INSURANCE

A. Indemnification

Franchisee is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership, and operation of the Franchised Business and all claims or demands for damages to property or for injury, illness, or death of persons, directly or indirectly arising out of, or in connection with, possession, ownership or operation of the Franchised Business or the actions or omissions of Franchisee, its employees, officers, managers, representatives, and agents. Franchisee shall provide written notice to Franchisor of any and all demands for damages, claims, civil, administrative, or regulatory suits, complaints, or action, demands for arbitration, mediation, filed against Franchise or Franchisee's owners, employees, or agents no more than fourteen (14) days from service of any of the aforementioned.

Franchisee agrees to indemnify, hold harmless and, at Franchisor's request, defend the Franchisor and its affiliates and franchisees, and their agents, employees, attorneys, successors, and assigns against any and all claims, suits, demands, losses, damages, or liabilities, and all related expenses, including reasonable attorneys' fees and court costs, whether directly or indirectly arising out of, in connection with, or as a result of possession, Franchisee's ownership or operation of the Franchised Business or the acts or omissions of Franchisee. This indemnity obligation will continue in full effect even after the expiration, transfer, or termination of this Agreement. The Franchisor's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on the Franchisor by statute, ordinance, regulations, or other laws.

B. Insurance

Franchisee must obtain and provide Franchisor with evidence of insurance in at least the minimum amounts and with the coverages specified in the Operating Manual or otherwise by Franchisor. Evidence of this insurance must be initially provided before beginning the operation of the Franchised Business. Certificates of renewal must be provided no later than ten (10) days before the expiration date of each policy. If Franchisee does not provide the Franchisor with evidence of any required insurance policies at any due date, Franchisor may purchase that insurance at the

Franchisee's expense. Franchisee shall reimburse Franchisor on demand for Franchisor's cost in obtaining this insurance together with interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee. Each required policy of liability insurance must name Franchisor as an additional insured and must provide that Franchisor will be given at least thirty (30) days' notice before cancellation, modification, or amendment of the policy.

XII. PROPRIETARY MARKS

A. Use by Franchisee

Franchisee's right to use the Marks as granted in this Agreement is limited to their use in connection with the operation of the Franchised Business within the Territory and otherwise as described herein and as set forth in the Operating Manual or as may be prescribed in writing by Franchisor from time to time.

B. Exclusive Property of Franchisor

Franchisee acknowledges Franchisor's right, title, and interest in and to the Marks, along with the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in the System are exclusive to Franchisor. Except as expressly provided by this Agreement, Franchisee shall acquire no right, title, or interest therein, and any and all goodwill associated with the system and the Marks shall inure exclusively to Franchisor's benefit. Upon the expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the system or the Marks.

C. Infringement by Franchisee

Franchisee acknowledges that the use of the Marks outside of the scope of this Agreement without Franchisor's prior written consent is an infringement of Franchisor's rights, title, and interest in and to the Marks. Franchisee expressly covenants that during the term of this Agreement and after the expiration or termination hereof, Franchisee shall not, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of the Marks or take any other action in derogation thereof.

D. Infringement by Others

Franchisee shall promptly notify Franchisor of any use of the Marks or any colorable variation thereof by any person or legal entity other than Franchisor or any of its representatives and agents or other Franchisees, or any other mark in which Franchisor has or claims a proprietary interest. Franchisee further agrees to notify Franchisor promptly of any litigation instituted by any person or legal entity against Franchisor or Franchisee involving the Marks. In the event Franchisor, in its sole discretion, undertakes the defense, prosecution, or settlement of any litigation relating to the Marks, Franchisee agrees to execute any and all documents and to render such assistance as may, in the opinion of Franchisor, be reasonably necessary to carry out such defense, prosecution or settlement. In the event that any party demonstrates, to Franchisor's sole satisfaction, a superior right to use any of the Marks, Franchisee shall, upon demand by Franchisor, discontinue its use of such Mark(s) and adopt, at Franchisee's sole cost and expense, any Mark(s), if any, selected by

Franchisor to replace such discontinued Mark(s).

E. Improper Use

Franchisee shall not use any of the Marks, or any derivative or a colorable variation thereof: (i) as part of Franchisee's corporate or other legal names; (ii) on or as part of any website, domain name, URL, web page, Social Media site, electronic mail address, listing, banner, advertisement or any other service or link on, to or with the internet, World Wide Web, internet service providers, electronic mail services, communication providers, search engines, or other similar services (without Franchisor's prior written consent); (iii) with any prefix, suffix (including, but not limited to, the word "Inc. or LLC"), or other modifying words, terms, designs, or symbols; or (iv) in any modified form. "**Social Media**" shall mean any social media site, which shall include, without limitation, Facebook, TikTok, LinkedIn, YouTube, Instagram, Twitter/X and Pinterest. Franchisee shall not register any of the Marks, or any derivative or a colorable variation thereof, as a service mark, trademark, or internet domain name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making Franchisor liable therefore or that may harm, tarnish, or impair Franchisor's reputation, name, services or Marks. The provisions of this paragraph shall survive the expiration, termination, or cancellation of this Agreement.

F._Non-exclusive Use

Franchisee expressly acknowledges and agrees that this license to use the Marks is non-exclusive, and Franchisor has and retains the rights, among others:

1. To grant other licenses for the use of the Marks, in addition to those already granted to existing franchisees and to Franchisee; and

2. To develop and establish other systems and programs utilizing the same or similar Marks, or any other proprietary marks, and to grant franchises therein without granting Franchisee any rights therein;

G. Use by Others

Franchisee shall not permit any third party to imprint the Marks on any products, materials, documents, and supplies utilized by Franchisee in connection with the operation of the Franchised Business without first obtaining the consent of Franchisor and causing such third party to execute a license agreement as specifically provided for in this Article XII of this Agreement.

H. Modification of Marks

Franchisor reserves the right, in Franchisor's sole discretion, to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder. Franchisee shall discontinue using all Marks which Franchisor has notified Franchisee, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at Franchisee's sole cost and expense, shall promptly begin using such additional, modified or substituted Marks.

XIII. CONFIDENTIAL INFORMATION

A. Confidential Information

Confidential Information hereby includes, without limitation, any and all confidential, proprietary, and trade secret information relating to the operation of a Franchised Business, such as: all financial, operational, technical and marketing information; the Operating Manual and Franchisor's System policies or procedures, and franchising materials, brochures, marketing plans, forecasts, and related information; cost data; pricing information; business plans; financial records and results of Franchisor's operations and other persons or entities operating a Franchised Business; photographs, devices, samples, models, and illustrations; software developed by or for Franchisor; customer lists and any information relating to Franchisor's customers or the customers of other System franchisees; the Marks and other patent, trademark, service mark, and copyright applications; information relating to inventions, discoveries, software and any other research and development information; methods of conducting the Franchised Business developed by Franchisor or other franchisees, and any forms, memoranda, outlines, protocol, presentations, proposals, software, or other documents or information related to such methods; any information of a customer not generally known or available to the public; any trade secrets (including, but not limited to, components of the System, product marketing and promotional techniques, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, list of actual or potential customers or suppliers), or of a customer of Franchisor, or of any other franchisee; and any information about or originating from any Franchisee which, if it was information of Franchisor, are expressly deemed Confidential Information pursuant to the foregoing (collectively, "**Confidential Information**"). Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement.

B. Nondisclosure

During the term of this Agreement, Franchisee will receive information which Franchisor considers its trade secret and confidential information. Franchisee may not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person or entity any Confidential Information. Upon termination or expiration of this Agreement, regardless of reason, Franchisee shall return all copies of such Confidential Information to Franchisor immediately and Franchisee may not use the Confidential Information for any purpose other than operating the Franchised Business in accordance with Franchisor's standards and specifications.

C. Business Operations

In order to protect the reputation and goodwill of Franchisor and to maintain uniform standards of operation under the Marks, Franchisee shall conduct its operations hereunder in accordance with Franchisor's Operating Manual, as the same may be amended or modified from time to time.

D. Employees and Subcontractors

All of Franchisee's employees and subcontractors must execute covenants that they will maintain the confidentiality of information they receive in connection with their employment or

engagement by Franchisee at the Franchised Business. Such covenants shall be in a form satisfactory to Franchisor and substantially similar to the Confidentiality and Restrictive Covenant Agreement attached as "Exhibit 3" to this Agreement. Employee non-compete and restrictive covenant agreements must include, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with independent rights to enforce them.

E. Modification

Franchisor shall have the right to add to or otherwise modify the Operating Manual from time to time to reflect changes in any of the System Standards, provided that no such addition or modification shall alter Franchisee's fundamental status and rights under this Agreement. Without limiting the generality of the foregoing, Franchisor may, during the term of this Agreement, require Franchisee to modify, enhance and/or replace all or any part of Franchisee's communication and information system at Franchisee's expense, and Franchisee agrees to acquire (or acquire the right to use for the remainder of the term of this Agreement), after receipt of written notice from Franchisor, the modified, enhanced or replacement version of the communication and information system specified by Franchisor. Franchisee further agrees to take all other actions as may be necessary to enable the modified, enhanced, or replacement communication and information system to operate as specified by Franchisor. Any such modifications, enhancements, and replacements may require Franchisee to incur costs to purchase, lease, and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional services and support services during the term of this Agreement. Franchisee acknowledges that Franchisor cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the communication and information system or other items and that such maintenance, enhancements, modifications, and replacements required by Franchisor may involve additional investment by Franchisee during the term of this Agreement. Franchisee shall at all times ensure that its copy of the Operating Manual is kept secure, current, and up to date, and in the event of any dispute as to the contents of the Operating Manual, the terms of the master copy of the Operating Manual maintained by Franchisor at Franchisor's home office shall be controlling. Upon Franchisor's request, Franchisee will cooperate in the efficient return of all Operating Manuals that have been identified by the Franchisor as obsolete.

F. Use of and Improvements to the Operating Manual

In order to assure maximum uniformity of quality and service in all treatments provided by all Epoxy Depot employees and staff, Franchisee agrees to follow the procedures prescribed by Epoxy Depot Operating Manual strictly. As Franchisor develops or learns of improvements, enhancements, or innovations in the procedures and techniques embodied in the Epoxy Depot Operating Manual, Franchisor will disseminate such information to all franchisees of the system and authorize their use in the Franchised Business. In return and in consideration, therefore, Franchisee agrees that any idea or suggested innovation or variation that may tend to enhance or improve the Epoxy Depot Operating Manual that Franchisee develops, discovers, or otherwise becomes aware of during the term of this Agreement shall be submitted to Franchisor for its evaluation for adoption and use, and Franchisee agrees that all proprietary rights to such ideas, innovations, improvements, enhancements, or variations created or acquired by Franchisee or any of its employees shall belong exclusively to Franchisor and may be made available to all Epoxy Depot franchisees.

G. Remedies

Franchisee acknowledges that any failure to comply with this Article XIII will cause Franchisor irreparable injury, and Franchisee consents to the issuance of and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, specific performance of, or any injunction against a violation of, the requirements of this Article XIII.

H. Preservation of Confidentiality

Franchisee shall require Franchisee's Principals, directors, officers, and managers, at the time of the commencement of their association with Franchisee, to execute confidentiality agreements, in a form approved by Franchisor, requiring that all information is proprietary or confidential hereunder that may be acquired by or imparted to such persons in connection with their association with Franchisee be held in strict confidence and used solely for the benefit of Franchisee and Franchisor, at all times during their association with Franchisee and thereafter. Such covenants shall include specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce the same.

XIV. ADVERTISING

A. Advertising

Recognizing the value of advertising and the importance of consistency of advertising and promotion to the furtherance of the goodwill and public image of the System, the parties agree that Franchisor shall conduct, determine, maintain, and administer all general, national, and/or regional advertising funds that are or may hereafter be established pursuant to this Article XIV, and shall have sole discretion over the concepts, materials, media, type, nature, scope, frequency, place, form, copy, layout, and content of all general, national, regional, and local advertising.

B. Brand Development Fund

Franchisor has established and administers a systemwide brand fund (the "**Brand Development Fund**") for the common benefit of System franchisees. Franchisee shall pay the Brand Development Fund Contribution as Franchisor may establish for advertising for the System. The Brand Development Fund shall be maintained and administered by Franchisor as follows:

1. Franchisee agrees and acknowledges that the Brand Development Fund is intended to maximize general public recognition and acceptance of the Marks for the benefit of all franchisees within the System. Franchisor has the sole right to determine contributions and expenditures from the Brand Development Fund, or any other advertising program, and sole authority to determine, without limitation, the selection of the advertising materials and programs, provided, however, Franchisor will make a good faith effort to expend the Brand Development Fund in the general best interests of the System on a national or regional basis. Franchisor may use the Brand Development Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including: the cost of preparing and producing internet, television, radio, magazine and newspaper advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of soliciting Special Accounts; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an internet website;

personnel and other departmental costs for advertising that Franchisor internally administers or prepares; and the costs of building partnerships with national or regional brands. Nevertheless, Franchisee acknowledges that not all System franchisees will benefit directly or on a pro rata basis or within a region, as the case may be, and that Franchisor is not obligated in administering the Brand Development Fund Contribution to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's Brand Development Fund Contribution or to ensure that any particular franchise benefits directly or pro-rata from the placement of advertising. The Brand Development Fund will not be used for purposes primarily involving franchise sales; however, Franchisor reserves the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Development Fund Contributions.

2. Franchisor may (but is not obligated to), for each of its company-owned or affiliate owned locations (if any), make Brand Development Fund Contributions to the Brand Development Fund on the same basis as assessments required of comparable franchisees within the System.

3. Franchisee shall contribute to the Brand Development Fund by separate transaction made payable to the Epoxy Depot Brand Development Fund or such other designation as Franchisor may from time to time prescribe. All sums paid by Franchisee to the Brand Development Fund shall be maintained in an account separate from the other money of Franchisor. Such sums shall not be used to defray any of Franchisor's operating expenses, except for such reasonable salaries, overhead, and administrative, accounting, legal (including, without limitation, the defense of any claims against Franchisor and/or Franchisor's designee regarding the management of the Brand Development Fund) and other costs, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Brand Development Fund or advertising programs for franchisees and the System, including the costs of enforcing the payment of Brand Development Fund Contributions required under this Agreement and the costs of preparing a statement of operations. The Brand Development Fund Contribution and its earnings shall not otherwise inure to the benefit of Franchisor.

4. Franchisee acknowledges and agrees that Franchisor reserves the right to have the Brand Development Fund borrow from Franchisor or an affiliate to cover deficits or invest any surplus for future use. Franchisor will keep records of any such borrowing described in this Section.

5. Franchisee agrees that Franchisor (and any designee of Franchisor) shall not have any direct or indirect liability or obligation to Franchisee, the Brand Development Fund, or otherwise with respect to the management, maintenance, direction, administration, or otherwise of the Brand Development Fund. Franchisee further agrees that Franchisor shall not be liable for any act or omission, whether with respect to the Brand Development Fund or otherwise, which is consistent with this Agreement or other information provided to Franchisee, or which is done in subjective good faith. Franchisee and Franchisor, each having a mutual interest and agreeing on the critical practical business importance of his or her relationship being governed solely by written instruments signed by the parties to be bound (and not having either party subject to the uncertainty inherent in the application of legal or other concepts not expressly agreed to in writing by both parties), agree that their rights and obligations with respect to the Brand Development Fund and all related matters are governed solely by this Agreement and that neither this Agreement nor the Brand Development Fund are in the nature of a "trust," "fiduciary relationship" or similar special

arrangement, but is only an ordinary commercial relationship between independent businesspersons for their independent economic benefit.

6. Any Brand Development Fund contributions which are not spent by Franchisor in the calendar year in which they were contributed will be carried over for use by the Brand Development Fund in subsequent year(s). Upon written request, Franchisor will prepare and make available an annual, unaudited statement of contributions and expenditures for the Brand Development Fund within one hundred twenty (120) days of the end of the fiscal year.

7. Although Franchisor intends the Brand Development Fund to be of perpetual duration, Franchisor maintains the right to terminate any fund. No fund shall be terminated, however, until all money in the fund has been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective Brand Development Fund Contributions.

C. Franchise Advisory Council

Franchisee shall participate, at Franchisee's sole expense, in local, regional, and national franchise advisory committees or councils if established or sanctioned by Franchisor. The council shall serve in an advisory capacity only and will not have the authority to establish or modify our policies or to direct or control the uses of our marketing. Franchisor shall have the power to determine membership, the election of council officers, and to change or dissolve the franchise advisory committees.

D. Advertising Materials

In addition to any other advertising requirements described in this Agreement, Franchisee shall obtain and maintain an adequate supply of brochures, pamphlets, and special promotional materials of such kind and size as Franchisor may reasonably require from time to time in the Operating Manual or otherwise in writing.

E. Delegation of Franchisor's Duties

Franchisor shall have the right to delegate and redelegate its responsibilities and duties under this Agreement to any designee(s) of its choosing, provided, however, that the right of final approval of all advertising programs shall be retained at all times by Franchisor.

F. Website

Franchisee must have and maintain adequate hardware and software in order to access the internet at the bit speed Franchisor requires from time to time. Franchisee is prohibited, however, from establishing any website or other presence on the internet, except as provided herein. In connection with any website, Franchisee agrees to the following:

a. Franchisor shall have the right, but not the obligation, to establish and maintain a website, which may, without limitation, promote the Marks, any or all of the Permitted Products and Services, Epoxy Depot Franchised Business, the franchising of Epoxy Depot Franchised Business, and/or the System. Franchisor shall have the sole right to control all aspects of the website, including, but not limited to, its design, content, functionality, links to the

websites of third parties, legal notices, and policies and terms of usage. Franchisor shall also have the right to discontinue the operation of the website.

b. Franchisee shall not establish a separate website or Social Media account or page without Franchisor's prior written approval.

c. Franchisor shall have the right, but not the obligation, to designate one or more web pages to describe Franchisee, the Franchise, or the Franchised Business, with such web pages to be located within Franchisor's website. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance, and content of any such web pages, and Franchisor shall have the right to limit and discontinue the content and operation of such a website and web pages.

d. Franchisor shall have the right to modify the provisions of this Section relating to websites as Franchisor shall solely determine if it is necessary or appropriate for the best interests of the System.

G. Approval of Advertising

All advertising by Franchisee in any medium shall be conducted in a dignified manner, shall be completely accurate and truthful, shall conform to all applicable laws and regulations relating to consumer advertising and to such standards and requirements as Franchisor may specify from time to time in writing, and shall give notice that the Franchised Business is independently owned and operated. Franchisee shall submit to Franchisor, for Franchisor's prior approval (except with respect to prices to be charged), samples of all advertising and promotional plans and materials (including, but not limited to, signs and vehicles), and all other materials displaying the Marks that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. Unless Franchisee receives a written objection thereto from Franchisor within fifteen (15) days after the date Franchisor received such plans and materials, Franchisor shall be deemed to have not given the required approval. Franchisee shall display the Marks in the manner prescribed by Franchisor on all signs and all other advertising and promotional materials used in connection with the Franchised Business.

H. Copyright to Advertising

Franchisee acknowledges and agrees that any and all copyrights in and for advertising and promotional materials developed by or on behalf of Franchisee which bear the Marks shall be the sole property of Franchisor, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision. Any advertising, marketing, promotional, public relations, or sales concepts, plans, programs, activities, or materials proposed or developed by Franchisee for the Franchised Business or the System and approved by Franchisor may be used by Franchisor and other franchisees of Franchisor without any compensation to Franchisee.

I. Regional Advertising

Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according

to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts Franchisor requires, in addition to required local advertising expenditures and Brand Development Fund Contributions.

J. Local Digital Advertising

Franchisee shall conduct advertising, promotion, and public relations within the local area to be serviced by the Franchised Business ("**Local Advertising**"). Franchisee is required to spend two percent (2%) of Gross Revenues per month to adequately penetrate the market for Franchisee's products and services within Franchisee's trading area, including search engine optimization costs, digital advertisements, Social Media marketing, Google My Business and other digital channels. Upon request, Franchisee shall submit proof of Local Advertising spend to franchisor by the fifth (5^{th}) day following the end of each fiscal quarter. Franchisor reserves the right to require Franchisee to direct some or all of its Local Advertising expenditure to marketing vendor(s) Franchisor designates (which may be Franchisor or its affiliates) who will implement Local Advertising on Franchisee's behalf.

K. Grand Opening Advertising

Franchisee acknowledges and agrees that Franchisee must spend between $1,000 and $3,000 on grand opening advertising and promotional activities before opening the Franchised Business and through the first two (2) months of operation. Franchisee may choose to spend more. Factors that may affect Franchisee's decision on the actual amount to spend include local media cost, the location of the Franchised Business, and customer demographics in the surrounding area. Franchisor reserves the right to require Franchisee to direct some or all of the grand opening advertising expenditures to marketing vendor(s) Franchisor designates (which may be Franchisor or its affiliates) who will implement grand opening campaign activities on Franchisee's behalf. Franchisee's Local Advertising for the first two months of operation shall be included in the grand opening advertising spend.

XV. TRANSFERABILITY OF INTEREST

A. Transfer by Franchisor

Franchisor shall have the right to transfer or assign all or any part of its rights and/or obligations herein to any person or legal entity, including a subfranchisor specifically responsible for assisting Franchisee. Franchisee agrees to execute any forms that Franchisor may reasonably request to effectuate any transfer or assignment by Franchisor.

B. Transfer by Franchisee

Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and, if Franchisee is other than an individual, Franchisee's Principals, and that Franchisor has entered into this Agreement in reliance upon the business skills and financial capacity of Franchisee and if Franchisee is other than an individual, Franchisee's Principals. Accordingly, neither Franchisee, nor any Principal of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the Franchise, shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest therein or in Franchisee without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor, shall be null and void and shall

constitute a material breach of this Agreement, for which Franchisor may then terminate without the opportunity to cure. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee or in this Franchise; provided, however, that prior to the transfer, Franchisor may, in its sole discretion, require that:

1. All of Franchisee's accrued monetary obligations to Franchisor and all other outstanding obligations related to the Franchised Business shall have been satisfied.

2. The transferor's right to receive compensation pursuant to any agreement for the purchase of any interest in Franchisee or in the Franchised Business shall be subordinated and secondary to Franchisor's rights to receive any outstanding monetary obligations or other outstanding obligations due from the transferor or Franchisee pursuant to this Agreement, whether arising before or after the transfer.

3. Unless prohibited by the laws of the state in which Franchisee is located, Franchisee and, if Franchisee is other than an individual, Franchisee's Principals, shall have executed a general release in a form satisfactory to Franchisor, effective as of the date of transfer, of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, shareholders, partners, members, agents, and employees, in their corporate and individual capacities, including, without limitation, claims to arise under federal, state and local laws, rules and ordinances.

4. The transferee franchisee shall enter into a written assumption, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement prior to and after the date of the assumption.

5. The transferee franchisee shall demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise) and has adequate financial resources and capital to operate the Franchised Business.

6. The transferee franchisee shall execute Franchisor's then-current form of the franchise agreement and such other ancillary agreements as Franchisor may require for a term ending on the expiration date of this Agreement and with such renewal term(s) as provided in the then-current form of the franchise agreement.

7. At the transferee franchisee's expense, and upon such other terms and conditions as Franchisor may reasonably require, the transferee franchisee, its Designated Manager, and other persons that are normaly and customarily required to attend training must satisfactorily complete Franchisor's training requirements then in effect for franchisees.

8. Any right of Franchisee to any payments from the transferee franchise resulting from the transfer shall be subordinate to any claim or right of Franchisor against the transferee franchisee subsequent to the effective date of the transfer, and Franchisee and the transferee

franchisee shall execute any and all instruments reasonably required by Franchisor to evidence such liability.

9. Transferee franchisee shall pay Franchisor a transfer fee of twenty-five percent (25%) of the then-current Initial Franchise Fee. No transfer fee will be required in the case of a transfer of Franchisee's interest under this Agreement to an entity formed solely for the convenience of ownership in accordance with the provisions of this Agreement.

10. Notwithstanding the provisions of the Subsection directly above, neither Franchisee nor any Principal of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the Franchised Business, shall pledge, mortgage, grant a security interest, or otherwise encumber any interest in this Agreement, in the franchise granted hereunder, or in Franchisee (whether or not in connection with an absolute transfer of an interest in the Franchised Business). Franchisor shall not be obliged to consent to any such transfer.

C. Transfer to Controlled Entity

In the event that Franchisee proposes to transfer all of its interest in the Franchised Business to an entity formed solely for the convenience of ownership, Franchisor's consent to such transfer may, in its sole discretion, be conditioned on the following requirements:

1. Franchisee shall own a controlling interest in the transferee entity;

2. The transferee entity shall be newly organized, and its charter, articles of organization, bylaws, partnership agreement, or operating agreement shall provide that its activities are confined exclusively to operating the Franchised Business;

3. Franchisee, prior to the transfer, shall have provided Franchisor with written information as to each Principal of the transferee entity, and the interest of each, and shall promptly notify Franchisor of any changes in any such information during the term of this Agreement;

4. The transferee entity shall designate a Designated Manager in compliance with this Agreement;

5. All Principals of the transferee entity and their spouses shall enter into an agreement, in a form satisfactory to Franchisor, unconditionally guaranteeing the full payment and performance of the transferee entity's obligations to Franchisor;

6. Each ownership certificate of the transferee entity, if any, shall have conspicuously endorsed upon its face the following legend:

"*The transfer, sale or pledge of these shares is subject to the terms and conditions of a Franchise Agreement with Epoxy Depot Franchise Inc. dated _____.*"

7. Copies of the transferee entity's articles of incorporation or organization, bylaws, partnership agreement, operating agreement, and other governing documents, including the resolutions of the Principals or directors or managers authorizing the execution of this Agreement, shall be furnished to Franchisor for its approval; and

8. The transferee entity's name shall not consist of or contain the Marks or any colorable variation thereof or any other mark in which Franchisor has or claims a proprietary interest.

D. Franchisor's Right of First Refusal

If Franchisee or its Principals shall at any time decide to sell, transfer or assign any right or interest under this Agreement and/or the franchise granted pursuant hereto, Franchisee or its Principals shall first obtain a bona fide, executed, written offer from a responsible and fully disclosed purchaser and shall submit an exact copy thereof to Franchisor. For a period of thirty (30) days after the date of delivery of such offer to Franchisor, Franchisor shall have the right, exercisable by written notice to Franchisee or any of its officers, to purchase such rights or interests for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by Franchisor must be completed within ninety (90) days after Franchisee's receipt of Franchisor's written notice of its intent to purchase. If Franchisor does not exercise its right of first refusal, Franchisee or its Principals may complete the sale of such interest to the bona fide purchaser, subject to Franchisor's approval of the purchaser as provided herein; provided, however, that if the sale to such purchaser is not completed within one hundred twenty (120) days following the end of Franchisor's right of first refusal exercise period, Franchisor shall again have the right of the first refusal herein provided.

E. The Right of Franchisee's Heirs upon Death or Disability of Franchisee

A transfer to the heirs, surviving spouse, or personal or other legal representatives of Franchisee (collectively, "**Involuntary Transferees**") upon the death or legal disability of Franchisee shall not be subject to Franchisor's right of first refusal above or right to terminate for failure to obtain written approval for Transfer as provided herein, so long as the Involuntary Transferees (i) satisfy Franchisor that they are qualified to act as a franchisee, and (ii) perform all other applicable acts required of a transferee and transferor as prescribed in this Agreement. Such transfer shall be made within one hundred eighty (180) days after the death or disability of Franchisee, or Franchisor, at its option, may terminate this Agreement, whereupon all rights granted to Franchisee hereunder shall revert to Franchisor. Any subsequent sale or other transfer by any Involuntary Transferee shall be subject to Franchisor's right of written approval set forth in this Article XV in this Agreement and to Franchisor's right of first refusal set forth above. Transfer to Involuntary Transferees shall not require the payment of the transfer fee required by this Agreement. Actual legal costs incurred by Franchisor to approve and affect the transfer will be charged, however.

XVI. TERMINATION

A. Automatic Termination

This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. Franchisee or any of its Principals is declared bankrupt or insolvent, is the debtor in a voluntary or involuntary bankruptcy proceeding under the U.S. Bankruptcy Code (this provision may not be enforceable under federal bankruptcy law).

2. A receiver is appointed for Franchisee or for any part of its property, or Franchisee makes any assignment for the benefit of its creditors, if not dismissed within fifteen (15) days.

B. Termination upon Notice

We may terminate this Agreement upon notice and without providing you with an opportunity to cure for any of the following breaches or defaults:

1. If Franchisee or any of its principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of the Franchised Business.

2. Franchisee fails to timely (i) locate and secure a Site as so required by this Agreement, or (ii) open the Franchised Business, or (iii) satisfy all of the training obligations herein.

3. Franchisee fails to pay when due any sum required to be paid by Franchisee under this Agreement or any other agreement or instrument between Franchisor and fails to cure any such default within (15) days after its receipt of a written notice of default from Franchisor.

4. Franchisee is late for more than ten (10) days on any payment due and owing to a Franchisor approved or designated vendor or supplier.

5. Franchisee fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, Royalty Fees or other fees and payments when due to Franchisor or any affiliate of Franchisor, or commits three (3) defaults or more under this agreement or any other agreement with Franchisor or any affiliate of Franchisor, whether or not such defaults or such failure to pay or submit information is corrected after notice thereof is delivered to Franchisee.

6. Franchisee (or an affiliate of Franchisee) defaults under any other agreement between Franchisor (or an affiliate or Franchisor) such that Franchisor or its affiliate as the case may be, has the right to terminate the said agreement or said agreement automatically terminates.

7. Franchisee fails to operate the Franchised Business in full compliance with the terms of this Agreement, the Operating Manual, or the System Standards.

8. Franchisee fails to operate the Franchised Business for more than two (2) consecutive days that the Franchised Business is required or is customarily open in the ordinary course of business or otherwise abandons the Franchised Business.

9. Franchisee provides, offers, or sells products or services other than those who are Permitted Products and Services and/or Franchisee fails to provide, offer, or sell any one, some, or all of the Permitted Products and Services.

10. Franchisee provides offers or sells any Permitted Products and Services at or from a location that is within the franchise territory of another Epoxy Depot franchise (except as expressly stated this Agreement, the Operating Manual, or any other written agreement between Franchisor and Franchisee), or otherwise infringes upon rights granted by Franchisor under

franchise agreements with other franchisees of Franchisor.

11. Franchisee fails to achieve or exceed System Standards in two (2) inspections in any twenty-four (24) month period.

12. Franchisee loses the right to possession of the Site upon which the Franchised Business is located, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located unless such default results from circumstances beyond the control of Franchisee and does not arise from any action taken or failure to act by Franchisee or Franchisee's failure to cure or correct the circumstances that led to such default (provided, however, that if through no fault of Franchisee, the Site is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, or if the Site is acquired pursuant to a government taking of property, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate the Franchised Business or reconstruct the Franchised Business, which approval shall not be unreasonably withheld).

13. Franchisee fails, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the Franchised Business.

14. Franchisee makes any transfer or attempted transfer that fails to comply with this Agreement.

15. The Franchised Business is seized, taken over, or foreclosed by a government official in the exercise of his duties, or seized, taken over or foreclosed by a creditor, lienholder, or lessor; a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a supersedeas or other appeal bond has been filed), or a levy of execution has been made upon the franchise granted by this Agreement or upon any property used in the Franchised Business that is not discharged within five (5) days of such levy.

16. Franchisee or any Principal violates the restrictive covenants of the confidentiality, solicitation, competition as set forth in this agreement or otherwise directly or indirectly uses or discloses Confidentiality Information to or for the benefit of it, his/her, or benefit of another or publishes causes to be published Confidential Information without the expressed written consent of Franchisor.

17. Any conduct or activity by Franchisee or any Principal, director, or officer of Franchisee that Franchisor believes is reasonably likely to have an adverse effect or reflect unfavorably on the Franchised Business, Franchisor, the System, the Marks, or the goodwill associated therewith, including, but not limited to, any criminal misconduct for which Franchisee or any Principal, director, or officer of Franchisee is convicted.

18. Franchisee knowingly maintains false books or records, or knowingly submits any false reports (including, but not limited to, the information provided as part of Franchisee's application for this franchise) to Franchisor, or understates its Gross Revenues reported to Franchisor by more than five percent (5%) and any given one hundred and eighty (180) day period.

19. Any threat or danger to public health or safety resulting from the construction,

maintenance, or operation of the Franchised Business, and Franchisee has not immediately commenced actions to cure the problem or has not promptly cured or corrected the problem or activity that gave rise to the threat or danger.

20. Franchisee fails to perform or breaches any other provision of this Agreement or of any other agreement or instrument between Franchisor and Franchisee and fails to cure any such breach within thirty (30) days from notice of the breach.

C. Liability for Default

If Franchisee fails to cure any default within the applicable time period set forth in this Article XVI, Franchisee shall pay all damages, costs, and expenses incurred by Franchisor as a result of any such default, including, but not limited to, reasonable attorney and accounting fees. This provision shall apply regardless of whether or not Franchisor exercises its right to terminate this Agreement or initiate legal proceeding against Franchisee.

D. Franchisor's Step-In Rights

The parties herein want to prevent any operation or interruption of the Franchised Business that would cause harm to the Franchised Business and to the System and lessen their value. Therefore, Franchisee authorizes Franchisor to step in to operate the Franchised Business for as long as Franchisor believes necessary and practical in Franchisor's exclusive judgment. Franchisor may do so without waiving any other rights or remedies that Franchisor may have.

Cause for stepping-in may include Franchisor's determination that: Franchisee is incapable of operating the Franchised Business; Franchisee is absent or incapacitated because of illness or death; Franchisee has failed to pay when due any real property, equipment rent or lease payments, or suppliers; Franchisee has failed to pay to Franchisor when due any franchise, royalty, advertising, or other fees; Franchisee has failed to pay when due any taxes or assessments against the Franchised Business or property used in the Franchised Business; Franchisee has failed to pay when due any liens or encumbrances placed upon or against Franchised Business property; Franchised Business activities are having a negative impact on the value of System or Franchisor decides that significant operational problems require Franchisor to operate the Franchised Business for a time.

All Gross Revenues from Franchisor's operation of the Franchised Business will be for Franchisee's exclusive account. Franchisor will pay from that Gross Revenues all expenses, debts, and liabilities Franchisor incur during Franchisor's operation of the Franchised Business. This will include Franchisor's personnel and administrative and travel costs, plus twenty percent (20%) of that Gross Revenues to cover Franchisor's overhead expenses. In addition, Franchisor will have the option, but not the obligation, to pay for Franchisee any claims owed by Franchisee to any creditor or employee of the Franchised Business. Franchisee will reimburse Franchisor upon demand, including at the rate set forth above for overdue amounts.

Franchisee agrees to hold Franchisor harmless for all acts, omissions, damages, or liabilities arising during Franchisor's operation of the Franchised Business. Our operation of the Franchised Business will not operate as an assignment to Franchisor of any lease or sublease of Franchised Business property. Franchisor will have no responsibility for payment of any rent or other charges

owing on any lease for Franchisee property, except as the charges relate to the period of Franchisor's operation of the Franchised Business. You agree to pay Franchisor's legal and accounting fees and costs Franchisor incurs because of Franchisor's exercise of these step-in rights.

XVII. OBLIGATIONS UPON TERMINATION

Upon the termination or expiration of this Agreement, for any reason, Franchisee shall forthwith:

1. Cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

2. Immediately and permanently cease to use, by advertising or in any manner whatsoever, any equipment, materials, confidential methods, procedures, or techniques associated with the System or that display the Marks, or any other distinctive forms, slogans, signs, symbols, or devices associated with or belonging to Franchisor.

3. Make such modifications or alterations to the Site of the Franchised Business, including the improvements thereon, as may be necessary or requested by Franchisor (including, but not limited to, changing the telephone number) to prevent the operation of any business on the Site upon which the Franchised Business is located that might be deemed substantially similar to that of the Franchised Business or any other franchisee of Franchisor. If Franchisee fails or refuses to comply with the requirements of this Article XVII, Franchisor shall have the right to enter the Site, without being guilty of trespass or any other tort or crime, for the purposes of making or causing to be made such changes as may be required, at the expense of Franchisee.

4. Turn over to Franchisor the Operating Manual, records, customer and other files, instructions, correspondence, and software provided and/or licensed by Franchisor, including, without limitation, brochures, agreements, disclosure statements, social media accounts and passwords, Google MyBusiness and other internet profiles and pages, and any materials relating to the business operated hereunder, which may be in Franchisee's possession, together with all copies thereof (all of which Franchisee acknowledges to be Franchisor's sole property).

5. At the option of Franchisor, assign to Franchisor or Franchisor's designee all of Franchisee's rights, title and interest in and to any and all (i) telephone numbers of Franchisee's franchise and all related and other business listings, and (ii) websites, web pages, listings, banners, URLs, advertisements, or any other services and links related to the Franchised Business or the use of Franchisor's trademarks, service marks or other logos, on or with the internet, World Wide Web, internet service providers, electronic mail services, communication providers, social media accounts, search engines or other similar services.

6. At the option of Franchisor (to be exercised within thirty (30) days after termination), sell to Franchisor any or all of the furnishings, equipment, signs, fixtures, supplies, or inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's depreciated book value.

7. Take such action as may be necessary to cancel any assumed name or equivalent registration that contains the mark Epoxy Depot or any of the other Marks, and Franchisee shall

furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within fifteen (15) days after termination or expiration of this Agreement.

8. Immediately pay all sums due and owing to Franchisor, including, but not limited to, any unpaid Royalty Fees and other fees and monies.

9. Obtain and maintain in effect all coverage for the professional liability or errors and omissions insurance and general liability insurance by this Agreement, to extend the period in which claims may be made for a period of time not less than the applicable statute of limitations in the jurisdiction in which the Franchised Business is located.

Franchisee does hereby irrevocably constitute and appoint Franchisor as the true and lawful attorney-in-fact and agent for Franchisee to carry out Franchisee's obligations under this Article XVII. Franchisee agrees to promptly execute, acknowledge, and deliver to Franchisor any and all such documents as may be required to carry out Franchisee's obligations hereunder. The provisions of this Article XVII shall survive the expiration, termination, or cancellation of this Agreement.

XVIII. COVENANTS OF FRANCHISEE

A. Management of Franchise

Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, the Franchised Business shall at all times be under the direct supervision of Franchisee, or the Designated Manager who shall devote his/her full time, energy, and best efforts to the management and operation of the Franchised Business.

B. Covenants during Term of Franchise Agreement

Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the design, development, and operation of the Franchised Business, procedures and techniques of the Epoxy Depot Operating Manual, and sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with, any person, persons, partnership, affiliate-entity, or corporation:

1. divert or attempt to divert any business or client of the Franchised Business or of any other franchisee of Franchisor to any competitor, by direct or indirect inducement or otherwise,

or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

2. own, maintain, engage in, or have any interest in any business offering floor coating services, or any other products or services that are offered in the Franchised Business ("**Competitive Business**"), unless otherwise consented to in writing by Franchisor.

C. Covenants after Termination of Franchise Agreement

Franchisee further covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person, persons, partnership or corporation:

1. for a continuous and uninterrupted period commencing upon the expiration, termination or transfer of this Agreement (regardless of the cause) and continuing for two (2) years thereafter, own, maintain, operate, engage in, or have any interest in any Competitive Business, or any other services that had been offered by the Franchised Business (i) at the Site; (ii) within the Territory; or (iii) within a twenty five (25) mile radius of (a) the Territory being granted hereunder or (b) any other Territory licensed by Franchisor as of the date of expiration or termination of this Agreement

2. for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly solicit or perform services for any person who was a client of the Franchised Business at any time during the term of this Agreement.

3. Enter into any business competing in whole or in part with Franchisor in granting franchises or licenses for businesses that offer offering door restoration services, or any other products or services that are offered in the Franchised Business at the time this Agreement is terminated or otherwise not renewed;

4. Franchisee and Franchisor agree that the covenants contained in this Section shall survive the expiration, termination, or cancellation of this Agreement.

D. Exclusion for Publicly Traded Company

This Section shall not apply to the beneficial ownership by Franchisee of less than five percent (5%) of the outstanding equity securities of any corporation that is registered under the Securities and Exchange Act of 1934.

E. Independent Covenants; Severability

The parties agree that each of the covenants in this Section shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of

this Section.

F. Reduction of Covenants by Franchisor

Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions hereof.

G. Claims Against Franchisor No Defense

Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article XVIII.

H. Injunctive Relief

Franchisee acknowledges that its violation of the terms of this Article XVIII would result in irreparable injury to Franchisor for which no adequate remedy at law may be available; and Franchisee accordingly consents to the issuance of and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, an injunction prohibiting any conduct by Franchisee in violation of the terms of this Article XVIII.

I. Execution of Covenants by Key Personnel

At the request of Franchisor, Franchisee shall provide Franchisor with executed restrictive covenant agreements, containing covenants similar in substance to those set forth in this Article XVIII (including covenants applicable upon the termination of a person's relationship with Franchisee), from each manager, officer, director, and Principal of Franchisee. With respect to each person who becomes associated with Franchisee in one of the capacities enumerated above subsequent to the execution of this Agreement, Franchisee shall require and obtain such covenants from them and promptly provide Franchisor with executed copies thereof. In no event shall any person enumerated above be granted access to any confidential aspect of the System or the Franchised Business prior to their execution of such a covenant. All covenants required by this Section shall be in a form satisfactory to Franchisor, including, without limitation, the specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them. The failure by Franchisee to obtain the execution of the covenants required by this Section and provide the same to Franchisor shall constitute a material breach of this Agreement.

XIX. DISPUTE RESOLUTION

A. Injunctive Relief

Nothing contained in this Agreement will prevent Franchisor from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests, without bond, in accordance with the rules for obtaining restraining orders and preliminary and permanent

injunctions. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

B. Internal Dispute Resolution

Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's management, after providing notice in compliance with this Article XIX. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

C. Mediation

At Franchisor's option, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section XIX(B) above, must be submitted first to mediation, in Lebanon County, Pennsylvania under the auspices of the American Arbitration Association ("**AAA**"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and Franchisor and Franchisee shall share the mediator's costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement.

The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

1. Any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information;

2. Any claims pertaining to or arising out of any warranty issue;

3. Any of the restrictive covenants contained in this Agreement;

4. Any of Franchisee's payment obligations that are more than forty-five (45) days past due; or

5. Any claims arising out of or related to fraud or misrepresentation by Franchisee, or Franchisee's insolvency.

18.

6. Any claims where the amount in controversy is less than $50,000.

D. Arbitration

If not resolved by mediation and except as qualified below, any dispute between Franchisee and Franchisor or their respective affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or the Franchised Business must be submitted to binding arbitration in Cleona, Pennsylvania under the auspices of the AAA, in accordance with AAA's Commercial Mediation Rules then in effect. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any proceedings involving their parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The Federal Arbitration Act, as amended, will govern the rights and duties of the parties to this Agreement to resolve any disputes by arbitration. The following will supplement and, in the event of a conflict, govern any arbitration: The matter will be heard before a single arbitrator from the AAA list of arbitrators. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five (5) years of significant experience in franchise law. Each party must bear its own costs of arbitration; provided, however, that the neutral or the single arbitrator's fee will be shared equally by the parties. The arbitrator's award must be rendered within seven (7) days of the close of the hearing and will include all fees, costs, and attorneys' fees for Franchisor if Franchisor is the prevailing party. The arbitrator will have no authority to determine class action claims and will have no authority to amend or modify the terms of this Agreement. To the extent permitted by applicable law, no issue of fact or law may be given preclusive of collateral estoppel effect in any arbitration, except to the extent such issue may have been determined in another proceeding between the parties.

Judgment may be subsequently entered in any court having competent jurisdiction. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages, or (3) make any award which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of business. This agreement to arbitrate will survive any termination or expiration of this Agreement.

E. Exceptions to Arbitration

The parties agree that the following claims will not be subject to arbitration: Any controversy, dispute, or claim that concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating) (i) any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information; (ii) any claims pertaining to or arising out of any warranty issue; (iii) any of the restrictive covenants contained in this Agreement; (iv) any of Franchisee's payment obligations that are more than forty-five (45) days past due; (v) any claims arising out of or related to fraud or misrepresentation by Franchisee, or Franchisee's insolvency, (vi) any claims where the amount in controversy is less than $50,000..

F. Selection of Venue

Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction, a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in Lebanon County, Pennsylvania and the jurisdiction and venue of the United States District Court for the Middle District of Pennsylvania. Franchisee acknowledges that this Agreement has been entered into in the Commonwealth of Pennsylvania, and that Franchisee is to receive valuable and continuing services emanating from Pennsylvania including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Pennsylvania as set forth in this Section. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between Franchisor, its guarantors, and Franchisor or its affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

G. Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without reference to its conflict of laws principles).

H. Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be in addition to every other right or remedy. Nothing

herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that shall cause it loss or damages, including obtaining restraining orders, preliminary and permanent injunctions.

Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section shall be construed to prevent Franchisor from claiming and obtaining punitive or consequential damages, including lost future royalties for the balance of the term of this Agreement.

I. Third Party Beneficiaries

Franchisor's officers, directors, shareholders, members, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation provision set forth in this Article XIX each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Franchisee.

J. Prior Notice of Claims

As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

K. No Right to Offset

Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

L. Limitations of Claims

Franchisee further agrees that no cause of action or claims for rescission arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever

occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

M. Waiver of Punitive Damages

Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any indirect, special, consequential, incidental, punitive, exemplary, speculative, or treble damages, and other forms of multiple damages, against Franchisor or its affiliates, including without limitation, any economic loss, property damage, physical injury, or lost profits arising out of this Agreement, Franchisee's use of the Marks or other elements of the System, regardless of whether arising under breach of contract, warranty, tort, strict liability or any other legal or equitable theory or claim, even if such loss or damage could have been reasonably foreseen. Further, Franchisee agrees that, except to the extent provided to the contrary in this Agreement, in the event of a dispute between the Parties, Franchisee will be limited to the recovery of any actual damages sustained by Franchisee.

N.____Waiver of Jury Trial; Class and Group Action Waiver. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS OR GROUP BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, ITS OWNERS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

XX. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Independent Contractor

Franchisee is an independent contractor responsible for full control over the internal management and daily operation of the Franchised Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. Franchisee must not act or represent itself as our agent, partner, employee, or joint venture partner, directly or by implication. Franchisee must not incur any obligation on Franchisor's behalf or in Franchisor's name. All of Franchisee's stationery, business cards and contractual agreements entered must contain Franchisee's corporate name and designate that Franchisee operates the Franchised Business as an independently owned and operated franchised business. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name and Franchisor will not, in any event, assume liability for, or be deemed liable hereunder as a result of, any such

action, nor will Franchisor be liable by reason of any of Franchisee's acts or omissions in the operation of the Franchised Business or for any claim or judgment arising therefrom against Franchisor. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractor, nor vice versa. Franchisee further acknowledge that Franchisor has no responsibility to ensure that the Franchised Business is developed and operated in compliance with all applicable laws, ordinances, and regulations, and that Franchisor shall have no liability in the event the development or operation of the Franchised Business violates any law, ordinance or regulation.

B. Indemnification

Franchisee and Franchisee's principals agree to indemnify, defend and hold Franchisor, Franchisor's affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees harmless against and to reimburse them for all Claims, obligations, liabilities and damages, including any and all taxes, directly or indirectly arising out of, in whole or in part: (i) the operation of the Franchised Business, including the use, condition, or construction, equipping, maintenance or operation of the Franchised Business and Franchisee's advertising, and the sale and installation of all Permitted Products and Services by Franchisee, its employees or subcontractors and all warranty claims; (ii) the unauthorized use of the Marks, Confidential Information and other proprietary material; (iii) the transfer of any interest in this Agreement or the Franchised Business in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Franchisee's principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; or (v) libel, slander or any other form of defamation of Franchisor, the System or any franchisee or developer operating under the System, by Franchisee or by any of Franchisee's principals. For purposes of this indemnification, "**Claims**" shall include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available through Franchisee to Franchisor. Franchisor shall have the right to defend any such claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Franchisee's and each of Franchisee's principals' obligations to indemnify the Indemnities and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

XXI. MISCELLANEOUS

A. Nature of Agreement

This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior agreements between such parties except those disclosures which are included in the Franchisor's now current franchise disclosure document. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement may not

be modified or amended except by a written instrument signed by each of the parties hereto, expressing such amendment or modification. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

B. Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement shall not be assigned by Franchisee without the prior written consent of Franchisor.

C. Construction

The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Franchisee's "immediate family" means Franchisee's spouse, parents, children and siblings and Franchisee's spouse's parents, children, and siblings. Reference to Franchisee's "principals" means Franchisee's partners, officers, directors, shareholders, members, and managers, as applicable. References to "Franchisor" and "Franchisee" include the party's successors, assigns or transferees. The parties have had a reasonable opportunity to review this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Agreement**.**

D. Headings

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.

E. Notices

All payments shall be made to, and all notices, requests, demands and other communications hereunder shall be deemed to have been duly received by, the person to whom addressed when personally delivered or forty-eight (48) hours after deposit in the United States mail, postage prepaid, addressed:

in the case of Franchisor:
Epoxy Depot Franchise Inc.
235 West Penn Ave.
Cleona, PA 17402
or to such other persons or address as Franchisor may from time to time furnish to Franchisee;

in the case of Franchisee: _____ at the address is:
_____
_____

_____

F. Severability

In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), shall be held, by the final judgment of a court of competent jurisdiction after appeal or the time for appeal has expired, to be invalid, unenforceable or in violation of any federal, state or local law, regulation or ordinance applicable to this Agreement, such invalidity shall be limited to such specific provision or portion thereof (or to such situation), and this Agreement shall be construed and applied in such manner as to minimize such invalidity. All other provisions of this Agreement shall otherwise remain in full force and effect.

G. Attorneys' Fees

If Franchisee is in breach of any monetary or non-monetary material obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or its affiliates, and Franchisor engages an attorney to enforce its rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all of Franchisor's reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

H. Survival of Covenants

All provisions of this Agreement which, by their terms, are intended to survive the termination or expiration of this Agreement (such as, by way of illustration and not limitation, the provisions relating to confidential information, indemnification, post-termination competition, and the Marks), and all provisions hereof necessary to enforce and interpret such provisions (such as, by way of illustration and not limitation, the provisions relating to arbitration and injunctive relief), shall survive the termination, expiration or cancellation of this Agreement or the franchise granted hereunder.

I. Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

J. Consent to Do Business Electronically

The parties hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the Commonwealth of Pennsylvania, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its addenda, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

K. Integration.

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations or inducements, and agreements. Franchisee acknowledges that it is entering into this Agreement as a result of its own independent investigation of Franchisor's Franchised Business and not as a result of any representations about Franchisor made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors, independent brokers or consultants, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.

Franchisee agrees that no modifications of this Agreement (except those specifically authorized herein) shall be effective except those in writing and signed by both parties. Franchisee acknowledges that it has not received any express or implied representations or warranties regarding the sales, earnings, income, profits, gross revenues, business or financial success, value of the franchise, provided by Franchisor or its representatives or any other matters pertaining to the franchise from Franchisor or any of our officers, employees or agents that were not contained in this Agreement or the Franchise Disclosure Document received by Franchisee (hereinafter "**Representations**"). Franchisee further acknowledges that if it had received any such Representations, it would not have executed this Agreement, and it would have: (a) promptly notified Franchisor in writing of the person or persons making such Representations; and (b) provided to Franchisor a specific written statement detailing the Representations made. Franchisee acknowledges that Franchisor has justifiably have relied on Franchisee's representations made before the execution of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized agents, as of the date first written above.

FRANCHISOR: EPOXY DEPOT FRANCHISE INC.	**FRANCHISEE:**
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____
INDIVIDUAL FRANCHISEE:	**INDIVIDUAL FRANCHISEE:**
_____	_____
Signature	***Signature***
_____	_____
Print Name	**Print Name**
Date: _____	**Date:** _____

EXHIBIT 1

EPOXY DEPOT FRANCHISE AGREEMENT

SITE AND TERRITORY

1. The Site for the Franchised Business shall be:

_____

2. The Territory referenced in the Franchise Agreement shall consist of the following:

_____

_____

Franchisor and Franchisee further agree that this Exhibit shall be attached to, incorporated in, and made a part of said Franchise Agreement between Franchisor and Franchisee.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their duly authorized agents, as of the date first written above.

FRANCHISOR: EPOXY DEPOT FRANCHISE INC.	**FRANCHISEE:**
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____
INDIVIDUAL FRANCHISEE:	**INDIVIDUAL FRANCHISEE:**
_____	_____
Signature	***Signature***
_____	_____
Print Name	**Print Name**
Date: _____	**Date:** _____

EXHIBIT 2 TO THE EPOXY DEPOT FRANCHISE AGREEMENT

PERSONAL GUARANTY

PERSONAL GUARANTY

IN CONSIDERATION for, and as an inducement for Epoxy Depot Franchise Inc. (**Franchisor**) to enter into an Epoxy Depot franchise agreement and any powers of attorney and other instruments dated concurrently herewith (collectively the **Franchise Documents**) between Franchisor and the business entity identified below (**Franchisee**), the undersigned (**Guarantors**) hereby jointly and severally guarantee to Franchisor, and to Franchisor's successors and assigns: (a) the timely payment of all Royalty Fees, late fees, interest charges, and all other fees and charges provided for under the Franchise Agreement; and (b) the timely performance of all of the provisions of the Franchise Documents for and during the term thereof (including all renewals thereof, if any). Guarantors further specifically agree to be individually bound by all covenants, obligations, and commitments of Franchisee contained in each of the Franchise Documents to the same extent as if each of the Guarantors had individually executed the same as Franchisee. Franchisee and Guarantors acknowledge that the Franchise Documents are personal services contracts and thus Franchisor's agreement to enter into the Franchise Documents is expressly contingent upon Franchisee's and Guarantor's grant of this Personal Guaranty.

Guarantors understand and agree that any modification of the Franchise Documents, including any addendum thereto, assignment thereof, or waiver by Franchisor of the performance by Franchisee of its obligations thereunder, or the giving by Franchisor of any extension of time for the performance of any of the obligations of Franchisee thereunder, or any other forbearance on the part of Franchisor or any failure by Franchisor to enforce any of its rights under the Franchise Documents, including any addendum thereto, shall not in any way release Guarantors from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of Franchisee is so released, terminated, affected or diminished. Notice to Guarantors of any such modification, waiver, extension, or forbearance under the terms thereof is hereby waived.

Guarantors hereby waive any and all notice of default on the part of Franchisee; waive exhausting of recourse against Franchisee; and consent to any assignment of the Franchise Documents, in whole or in part, that Franchisor or its assignees may make. Guarantors agree to pay all costs, including reasonable attorneys' fees, incurred by Franchisor to collect or otherwise enforce the terms of this Guaranty. This Guaranty has been delivered in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue in any action to enforce this Guaranty shall be in any state or federal court within the Commonwealth of Pennsylvania in the judicial district where Franchisor has its principal place of business. Guarantors consent to the exercise of personal jurisdiction by any such court and waive any defense of lack of personal jurisdiction or improper venue.

GUARANTOR: _____
_____, Individually

GUARANTOR: _____
_____, Individually

FRANCHISEE: _____

By: _____

Its: _____

Date: _____

EXHIBIT 3 TO THE EPOXY DEPOT FRANCHISE AGREEMENT
RESTRICTIVE COVENANT AGREEMENT

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT, by and between, _____ (**Franchisee**), a [corporation] [partnership] [limited liability company] organized under the laws of the State of _____, and _____ (**Covenantor**), an individual resident of the State of _____,

WITNESSETH:

WHEREAS, pursuant to that certain Franchise Agreement dated _____ (the **Franchise Agreement**), Epoxy Depot Franchise Inc. (**Franchisor**) granted Franchisee a franchise to operate an Epoxy Depot Franchised Business (the **Franchise**), using Franchisor's unique franchise system and Franchisor's trade name and service mark Epoxy Depot and other proprietary marks; and

WHEREAS, Covenantor is the owner (or spouse of the owner) of the Franchisee.

WHEREAS, Franchisor has expended substantial amounts of time and money in developing the Marks (as hereinafter defined) and Franchisor's distinctive franchise system, including, without limitation, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, and procedures for the efficient operation of an Epoxy Depot Franchised Business, all of which Covenantor acknowledges to be confidential and proprietary information; and

WHEREAS, in connection with the operation of the Franchise, Covenantor will have access to such confidential and proprietary information; and

WHEREAS, as a condition precedent to granting the Franchise to Franchisee, all shareholders, officers, partners, or members of Franchisee must execute the covenants contained herein;

NOW, THEREFORE, as additional consideration and inducement for granting the Franchise to Franchisee, Covenantor hereby agrees and covenants to Franchisee as follows:

1. Confidentiality. Covenantor acknowledges the proprietary and confidential nature of Franchisor's Operating Manual, which Franchisee has received on loan from Franchisor, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, client or referral lists, procedures for the efficient operation of an Epoxy Depot Franchised Business, and any other methods, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor's franchise system or Franchisee's Franchise, in particular, that may not be commonly known to the public or to Franchisor's or Franchisee's competitors and that Franchisor or Franchisee has identified or may identify as proprietary and confidential information (**Trade Secrets**). Covenantor shall use such Trade Secrets solely for Franchisee's benefit and shall not, during the term of the Franchise Agreement or at any time thereafter, communicate, divulge, or use any Trade Secrets to or for the benefit of any other person, entity, or organization.

2. Proprietary Marks. Covenantor acknowledges Franchisor's right, title, and interest in and to the Epoxy Depot marks, Franchisor's stylized design, and certain other proprietary service marks, logos, symbols, and trade names presently used by Franchisor or that Franchisor may hereafter use or provide for use by Franchisee, and the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in Franchisor's franchise system (the **Marks**). Covenantor further acknowledges that any use of the Marks outside the scope of the Franchise Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Marks. Covenantor expressly covenants that he/she shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or take any other action in derogation thereof during the term of the Franchise Agreement or after the expiration or termination thereof.

3. Non-solicitation. Covenantor covenants that he/she shall not, during the term of the Franchise Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Franchise Agreement (regardless of the cause for termination) and continuing for the periods indicated below, either directly or indirectly, for him/herself or through, on behalf of, or in conjunction with, any person, entity or organization for a period of two (2) years, divert or attempt to divert any business or client of Franchisee's business, or of any other Franchisee of Franchisor, to any competitor or to Covenantor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act that may be injurious or prejudicial to the goodwill associated with the Marks and Franchisor's franchise system; or

4. Non-competition. Covenantor covenants that, during the term of the Franchise Agreement and for a continuous and uninterrupted period commencing upon the expiration or termination of the Franchise Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly, for him/herself or through, on behalf of, or in conjunction with any person, entity or organization, own, maintain, operate, engage in, or have any interest in, any business offering restoration and door replacement or any other products or services that have been offered by the Franchised Business (i) at the Site; (ii) within the Territory; or (iii) within a twenty five (25) mile radius of (a) the Territory or (b) any other territory licensed by Franchisor as of the date of expiration or termination of this Agreement. This restriction shall not apply to the beneficial ownership by Covenantor of less than five percent (5%) of the outstanding equity securities of any corporation whose securities are registered under the Securities and Exchange Act of 1934.

5. Remedies. Covenantor acknowledges that his/her violation of any of the covenants contained in this Agreement would result in irreparable injury to Franchisor and Franchisee, for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor or Franchisee in obtaining, an injunction enjoining any conduct by Covenantor prohibited by the terms of this Agreement. This remedy shall be in addition to any and all other remedies that may be available to Franchisor or Franchisee.

6. Severability. The parties agree that each of the covenants contained in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant contained herein is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision, Covenantor expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the

maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Agreement.

7. Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

8. Construction. The parties agree that this Agreement shall be deemed to have been entered into in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. Jurisdiction. The parties agree that any action based upon this Agreement brought by any party hereto against any other party hereto may be brought within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business, and hereby consent to the exercise of personal jurisdiction by any such court and waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

10. Legal Expenses. In the event a dispute arises under this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorney and accountant fees, in addition to any other relief to which it may be found entitled.

11. Franchisor Third-Party Beneficiary. Covenantor and Franchisee acknowledge and intend that the covenants contained in this Agreement shall directly benefit Franchisor, who shall be a third-party beneficiary thereof, entitled to enforce the provisions thereof in Franchisor's own name without Franchisee as a party in any action filed for such purpose, and shall further be entitled to all remedies provided in Section 5 hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their duly authorized representative, as of the dates set forth below.

FRANCHISEE:

Date: _____ By: _____

Its: _____

Date: _____ _____

COVENANTOR

EXHIBIT 4 TO THE EPOXY DEPOT FRANCHISE AGREEMENT
POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER

POWER OF ATTORNEY TO ASSIGN TELEPHONE NUMBER

The undersigned Epoxy Depot franchisee (**Assignor**) does hereby irrevocably constitute and appoint Epoxy Depot Franchise Inc., a Pennsylvania corporation (**Assignee**), the true and lawful attorney-in-fact and agent for Assignor and in Assignor's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Assignee, may be necessary or advisable for the sole purpose of assigning to Assignee or Assignee's designee all of Assignor's right, title and interest in and to any and all telephone numbers of Assignor's Epoxy Depot Franchised Business and all related and other business listings, including but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone services for Assignor, hereby granting unto Assignee full power and authority to do and perform any and all acts and things which, in the sole discretion of Assignee, are necessary or advisable to be done as fully to all intents and purposes as Assignor might or could itself do, hereby ratifying and confirming all that Assignee may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Assignor has designated any other person to act as its attorney-in-fact and agent, no person, firm, or corporation dealing with Assignee will be required to ascertain the authority of Assignee, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Assignee. Any person, firm, or corporation dealing with Assignee shall be fully protected in acting and rely on a certificate of Assignee that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Assignor will not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Assignor by Assignee will be deemed to include such a certificate on the part of Assignee, whether or not expressed. This paragraph will survive any termination of this Power of Attorney.

This power of Attorney will terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated evenly herewith by and between Assignee and Assignor. Such termination, however, will not affect the validity of any act or deed that Assignee may have affected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest. It is executed and delivered in the Commonwealth of Pennsylvania and the laws of the Commonwealth of Pennsylvania and will govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

ASSIGNOR (Franchisee):

_____

[Name of Franchisee]

By: _____

Its: _____

EXHIBIT B. FRANCHISEE DISCLOSURE QUESTIONNAIRE

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you are aware, you are preparing to enter into a Franchise Agreement with Epoxy Depot Franchise Inc. (**Franchisor**) for the operation of an Epoxy Depot franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate, or misleading.

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

   YES _____ NO _____

2. Have you received and personally reviewed the Disclosure Document we provided to you?

   YES _____ NO _____

3. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor?

   YES _____ NO _____

4. Can you confirm that no employee or other person speaking on our behalf has made any statement or promise concerning the revenues, profits or operating costs of a Franchised Business operated by us or our franchisees?

   YES _____ NO _____

5. Can you confirm that no employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

   YES _____ NO _____

6. Can you confirm that no employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

   YES _____ NO _____

7. Can you confirm that no employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Franchised Business will generate?

   YES _____ NO _____

8. Can you confirm that no employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

YES _____ NO _____

9. Can you confirm that no employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

YES _____ NO _____

10. Can you confirm that no employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish you that is contrary to, or different from, the information contained in the Disclosure Document?

YES _____ NO _____

11. If you have answered "No" to any questions, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____

_____

If you have answered "Yes" to all questions, please leave the lines blank.

You understand that your answers are important to us, and we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

_____
Franchise Applicant - Signature

_____
Print Name

_____
Date

EXHIBIT C. STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

STATE FRANCHISE REGULATORS

California
Department of Business Oversight
One Sansome Street Suite 600
San Francisco, CA 941404-4428
1-866-275-2677

Connecticut
Securities & Business Investments Division
Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

Florida
Dept. of Agriculture and Consumer Services
Division of Consumer Services
227 N. Burrough Street
City Centre Building, 7th Floor
Tallahassee, FL 32301
(904) 922-2770

Georgia
Governor's Office of Consumer Affairs
2 Martin Luther King, Jr. Drive SE
356 West Tower
Atlanta, GA 30334-4600
(404) 651-8600

Hawaii
Dept. of Commerce & Consumer Affairs
Business Registration Division
1010 Richards Street
Honolulu, HI 96813
(808) 586-2021

Illinois
Office of the Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana
Indiana Securities Division
302 West Washington Street
Room E111
Indianapolis, IN 46204
(317) 232-6681

Kentucky
Office of the Attorney General
Consumer Protection Division
P.O. Box 2000
Frankfort, KY 40602-2000
(502) 573-2200

Louisiana
Office of the Attorney General
Consumer Protection Section
PO Box 94005
Baton Rouge, LA 70804-9005
(225) 326-6460

Maryland
Office of the Attorney General
Securities Division
200 Saint Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

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

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

Nebraska
Dept. of Banking & Finance
1200 N Street, Suite 311
P.O. Box 95006
Lincoln, NE 68509
(402) 471-3445

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Fl
New York, NY 10005
212-416-8236

North Carolina
Department of the Secretary of State
Securities Division
300 N. Salisbury Street
Raleigh, NC 27603-5909
(919) 733-3924

North Dakota
North Dakota Securities Department
State Capitol, Fifth Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island
Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 462-9587

South Carolina
Secretary of State
1205 Pendleton Street
525 Edger Brown Building
Columbia, SC 29201
(803) 734-1958

South Dakota
Dept. of Labor and Regulations
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-48233

Texas
Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(513) 475-1769

Utah
Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 45804
Salt Lake City, UT 84145-0804
(801) 530-6601

Virginia
State Corporation Commission
Division of Securities & Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9276

Washington
Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Department of Financial Institutions
Division of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608)266-1064

AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Corporations
1515 K Street, Suite 200
Sacramento, CA 95814-4052

Hawaii
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana
Administrative Office of the Secretary of State
201 State House
Indianapolis, IN 46204

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

Minnesota
Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198

New York
New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

North Dakota
Securities Commissioner
5th Floor, 600 East Boulevard
Bismarck, ND 58505-0510

Rhode Island
Dept. of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910

South Dakota
Division of Securities
Dept. of Labor and Regulations
124 S. Euclid Suite 104
Pierre, SD 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington
Director of Dept. of Financial Institutions
Security Division
150 Israel Rd SW
Tumwater WA 98501

Wisconsin
Commissioner of Securities
101 East Wilson Street
Madison, WI 53703

EPOXY DEPOT

EXHIBIT D. LIST OF FRANCHISEES

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

Epoxy Depot Franchisees as of Issuance Date

None.

Epoxy Depot Consignment Locations as of Issuance Date

State	City	Address	Telephone/Email
CA	Bakersfield	5501 Aldrin CT Ste F, Bakersfield, CA 93313	661-832-2768
CT	Hartford	221 Christian Lane, Berlin, CT 06037	860-321-8985
FL	Niceville	200 Kelly Rd., Unit 202, Niceville, FL 32578	850-468-7077
IL	Chicago	2104 Oakleaf St., Joliet, IL 60436	815-977-9555
OH	Bowling Green	2200 East Wooster St Bldg 1, Bowling Green, OH 43402	567-301-0583
TN	Nashville	2207 Dortch Ave, Nashville, TN 37210	615-925-3381
TX	Fort Worth	780 N. Beach St. Fort Worth, TX 76111	254-269-0096
WI	Green Bay	3465 Miners Way Unit #3, De Pere, WI 54115	920-932-3060

Epoxy Depot Franchisees that Signed but did not Open as of Issuance Date

None.

EXHIBIT E. LIST OF FRANCHISEES THAT LEFT THE SYSTEM

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

Former Franchisees

CLOSED: None.

NON-RENEWALS: None.

TRANSFERRED: None.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT F. FINANCIAL STATEMENTS

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

Epoxy Depot Franchise Inc. Balance Sheet

Current assets:	9/30/2025
Cash	$ 0.00
Inventories	$ 0.00
Accounts Receivable	$ 0.00
Total current assets	$ 0.00

Fixed Assets	9/30/2025
Property and equipment	$ 0.00
Equity and other investments	$ 0.00
Less accumulated depreciation	$ 0.00
	$ 0.00
Total assets	$ 0.00

Liabilities and owner's equity	9/30/2025
Current liabilities:	
Accounts Payable	$ 0.00
Other	$ 0.00
Total current liabilities	$ 0.00

Long-term liabilities:	9/30/2025
Equipment loans	$ 0.00
Total long-term liabilities	$ 0.00

Owner's equity:	9/30/2025
Common shares	$ 0.00
Investment capital	$ 0.00
Retained earnings	$ 0.00
Current earnings	$ 0.00
Total owner's equity	$ 0.00
Total liabilities and owner's equity	$ 0.00

EXHIBIT G. TABLES OF CONTENTS OF OPERATING MANUAL

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

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1.3 Independent Franchise Operation
1.4 Epoxy Depot History
1.5 The Epoxy Depot Culture, Mission and Vision
1.6 Franchisor and Franchisee Relationship
1.7 Training
    1.7.1 Scheduling Initial Training
    1.7.2 Training Outline
1.8 Confidentiality of the Operations Manual
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1.9 Privacy and Artificial Intelligence (AI)
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EXHIBIT H. STATE SPECIFIC ADDENDA

TO THE EPOXY DEPOT FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA STATE ADDENDUM

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the franchise disclosure document.

2. The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. California Business and Professions Code 20000 through 20043 provides rights to the franchise concerning termination, transfer, or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

5. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. 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. The franchise agreement requires the application of the laws of Pennsylvania. This provision may not be enforceable under California law.

9. Section 31125 of the California Corporations Code requires us to give you a disclosure document in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

10. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

11. "The earnings claim figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information."

12. Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the contents of the website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

13. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

FRANCHISOR: FRANCHISEE**:**

EPOXY DEPOT FRANCHISE INC.

By:_____ By:_____
Its:_____ Its:_____

Date:_____ Date:_____

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Hawaii Franchise Investment Law:

The following list reflects the status of our franchise registrations in the states which have franchise registration laws:

- This registration is not effective in registration states at this time.
- There are no states which have refused, by order or otherwise, to register these franchises.
- There are no states which have revoked or suspended the right to offer these franchises.

The release required as a condition of renewal, assignment, and transfer will not apply to any liability arising under the Hawaii Franchise Investment Law.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Hawaii Franchise Investment Law:

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.,* the Franchise Agreement is amended as follows:

   (a) The Hawaii Franchise Investment Law provides rights to you concerning non-renewal, termination, and transfer of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

   (b) A general release required as a condition of the renewal, assignment, or transfer of the Franchise Agreement or the franchise granted hereunder shall not apply to any claim or liability arising under the Hawaii Franchise Investment Law.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:	FRANCHISEE**:**
EPOXY DEPOT FRANCHISE INC.	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. Illinois law governs the Franchise Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT AND OTHER AGREEMENTS

The Illinois Attorney General's Office has required Deferral of Initial Franchise (and Development) Fees until franchisor has satisfied its pre-opening obligations to franchisee and the franchisee has commenced business operations (Section 200.508 of the Rules). The Illinois Attorney General's Office has imposed this deferral requirement due to Franchisor's financial condition.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

FRANCHISOR:	FRANCHISEE**:**
EPOXY DEPOT FRANCHISE INC.	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

.

INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law:

THE STATE OF INDIANA HAS STATUTES WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE [INDIANA CODE §§23-2-2.5-1 THROUGH 23-2-2.5-50]. THIS STATE ALSO HAS COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF INDIANA HAS A STATUTE WHICH RESTRICTS OR PROHIBITS THE IMPOSITION OF LIQUIDATED DAMAGE PROVISIONS [INDIANA CODE §23-2-2.7(10)]. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101.

A general release required as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

The franchise agreement does not expressly give you the right to terminate, but Indiana law may give you the right to terminate if we commit a substantial breach of the franchise agreement.

Any provision in the franchise agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise offering circular, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

2. A general release required as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

3. Any provision in the Franchise Agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

4. In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law shall prevail.

5. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:	FRANCHISEE**:**
EPOXY DEPOT FRANCHISE INC.	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Maryland Franchise Registration and Disclosure Law:

ITEM 17

The general release required as a condition of renewal, assignment, or transfer does not apply to any claims that arise under the Maryland Franchise Registration and Disclosure Law.

The franchise agreement provision which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached are amended as follows to comply with the Maryland Franchise Registration and Disclosure Law:

A 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.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.

Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:	FRANCHISEE**:**
EPOXY DEPOT FRANCHISE INC.	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Minnesota Franchise Law:

The Minnesota Department of Commerce requires that the franchisor indemnifies Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes trademark rights of the third party. The franchisor does not indemnify against the consequences of the franchisee's use of the franchisor's trademark except in accordance with the requirements of the franchise.

Minnesota Rules, 1989, Department of Commerce, Chapter 2860, Section 4400D prohibits a franchisor from requiring a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, Section 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

Minn. Rule 2860.4400J states that it is unfair and inequitable for a franchisor to require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or to consent to liquidated damages, termination penalties, or judgment notes. Any language found in the disclosure document or Franchise Agreement contrary to this rule is amended so that it does not apply to Minnesota franchisees.

THE STATE OF MINNESOTA HAS STATUTES WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF MINNESOTA ALSO HAS COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. WITH RESPECT TO FRANCHISES GOVERNED BY MINNESOTA LAW, THE FRANCHISOR MUST COMPLY WITH MINNESOTA STATUTE 80C.14, SUBDIVISIONS 3, 4 AND 5, WHICH REQUIRE, EXCEPT IN CERTAIN SPECIFIC CASES, THAT A FRANCHISEE BE GIVEN 90 DAYS NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF MINNESOTA HAS COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED. LIQUIDATED DAMAGE PROVISIONS ARE VOID UNDER MINNESOTA LAW.

Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the requirement that all litigation must take place in California shall not in any way abrogate or reduce any rights of the franchise as provided for in Minnesota Statutes, Chapter 80C.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee

is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the franchise agreement.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Minnesota Franchise Law:

1. A general release required as a condition of renewal, assignment, or transfer does not apply to any claim or liability arising under the Minnesota Franchise Law.

2. Franchisor shall protect the right of Franchisee to use the Marks in accordance with the requirements of the Franchise Agreement.

3. Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, the Franchise Agreement does not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes, Chapter 80C. These statutes prohibit Franchisor from requiring litigation to be conducted outside Minnesota or abrogating or reducing any of Franchisee's rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

4. With respect to franchises governed by Minnesota law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5, which require, except in certain specified cases, that a franchisee is given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement.

5. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR:
EPOXY DEPOT FRANCHISE INC.

By:_____
Its:_____

Date:_____

FRANCHISEE**:**

By:_____
Its:_____

Date:_____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

7. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

7. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

8. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

9. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law;
fraud; embezzlement; fraudulent conversion or misappropriation of property;
or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or 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, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum,"** and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

You may terminate the agreement on any grounds available by law.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the

franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

FRANCHISOR:	FRANCHISEE**:**
EPOXY DEPOT FRANCHISE INC.	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the North Dakota Franchise Investment Law:

Covenants restricting or prohibiting your right to compete after the termination or expiration of your franchise agreement are generally considered unenforceable in the State of North Dakota.

The release required as a condition of renewal and/or assignment/transfer will not apply to any liability arising under the North Dakota Franchise Investment Law.

Any provision of the franchise agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.

Any mediation, if necessary, will take place at the American Arbitration Association office nearest your business Site.

Any provision of the franchise agreement requiring you to waive the right to a trial by jury is void.

Any provision of the franchise agreement requiring you to waive exemplary or punitive damages is void.

Any provision of the franchise agreement requiring you to consent to a statute of limitations that is shorter than the applicable North Dakota statute of limitations is void.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

FRANCHISOR: **EPOXY DEPOT FRANCHISE INC.**	FRANCHISEE**:**
By:_____ Its:_____	By:_____ Its:_____
Date:_____	Date:_____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the North Dakota Franchise Investment Law:

1. A general release required as a condition of renewal and/or assignment/transfer shall not apply to any claim or liability arising under the North Dakota Franchise Investment Law.
2. Any provision of this Agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.F
3. The parties are signing this addendum simultaneously with the Franchise Agreement to which it is attached.
4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

EPOXY DEPOT FRANCHISE INC.	BUSINESS ORGANIZATION FRANCHISEE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
INDIVIDUAL FRANCHISEE:	INDIVIDUAL FRANCHISEE:
_____	_____
Signature	*Signature*
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Rhode Island Franchise Investment Act:

A condition, stipulation or provision requiring a franchise to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this act or a rule or order under this act is void.

A provision is a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Rhode Island Franchise Investment Act.

1. A general release requiring as a condition of renewal, assignment, or transfer shall not apply to any claim or liability arising under the Rhode Island Franchise Investment Act.

2. Any provision in the Franchise Agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

FRANCHISOR: **EPOXY DEPOT FRANCHISE INC.**	FRANCHISEE**:**
By:_____ Its:_____	By:_____ Its:_____
Date:_____	Date:_____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the

franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this ____ day of _____ 20____.

_____ _____

Signature of Franchisor Representative Signature of Franchisee Representative

_____ _____

Title of Franchisor Representative Title of Franchisee Representative

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following additional disclosures are required by the Wisconsin Franchise Investment Law and the Wisconsin Fair Dealership Law:

THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISION OF THE FRANCHISE AGREEMENT THAT IS INCONSISTENT WITH THAT LAW. THE STATE OF WISCONSIN MAY ALSO HAVE COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE RELATIONSHIP IN RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS WHICH RESTRICT THE IMPOSITION OF LIQUIDATED DAMAGES. THE IMPOSITION OF LIQUIDATED DAMAGES IS ALSO RESTRICTED BY FAIR PRACTICE LAWS, CONTRACT LAW, AND STATE AND FEDERAL COURT DECISIONS. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATED THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED.

We may revoke our approval of any previously approved supplier at any time if the quality of the product or the supplier's financial condition or ability to satisfy your requirements do not continue to meet our satisfaction.

To the extent, this addendum is inconsistent with any terms or conditions of the franchise disclosure document, the Franchise Agreement, or any of their exhibits or attachments, the terms of this Addendum control.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the Wisconsin Fair Dealership Law:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any inconsistent provisions of the Franchise Agreement.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently of this addendum. To the extent, this addendum is inconsistent with any term or condition of the Franchise Agreement or its exhibits or attachments, the terms of this Addendum control. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISOR: **EPOXY DEPOT FRANCHISE INC.**	FRANCHISEE**:**
By:_____ Its:	By:_____ Its:
Date:_____	Date:_____

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Not registered
Hawaii	Not registered
Illinois	Not registered
Indiana	Not registered
Maryland	Not registered
Michigan	Not registered
Minnesota	Not registered
New York	Not registered
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Item 23. RECEIPT

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 Epoxy Depot Franchise Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

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

If Epoxy Depot Franchise Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit C.

The name, principal business address and telephone number of each franchise seller offering the franchise is: _____and:_____
_____

Issuance Date: September 30, 2025. Our registered agents authorized to receive service of process for us are listed in Exhibit C. I have received a disclosure document dated September 30, 2025. This disclosure document included the following Exhibits:

EXHIBIT A. FRANCHISE AGREEMENT
EXHIBIT B. FRANCHISEE DISCLOSURE QUESTIONNAIRE
EXHIBIT C. STATE FRANCHISE REGULATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT D. LIST OF FRANCHISEES
EXHIBIT E. LIST OF FRANCHISEES THAT LEFT THE SYSTEM
EXHIBIT F. FINANCIAL STATEMENTS
EXHIBIT G. TABLE OF CONTENTS OF OPERATING MANUAL
EXHIBIT H. STATE SPECIFIC ADDENDA

Date	Signature	Print Name
Date	Signature	Print Name

KEEP THIS COPY FOR YOUR RECORDS

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If Epoxy Depot Franchise Inc.does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit C.

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and:_____

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EXHIBIT H. STATE SPECIFIC ADDENDA

Date	Signature	Print Name
Date	Signature	Print Name

RETURN TO: Epoxy Depot Franchise Inc. at 235 west Penn Ave., Cleona, PA 17402