FRANCHISE DISCLOSURE DOCUMENT

HIGH TOUCH INVESTMENT CORP.
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The franchise offered is for the operation of an outreach program under the name "High Touch-High Tech" which offers science educational programs to bring hands-on, participatory science experiences to classrooms and homes, as well as providing after school programs, holiday mini-camp programs, summer programs, preschool programs and birthday parties.

The total investment necessary to begin operation of a High Touch-High Tech franchised business is $62,750 to $69,000. This includes between $52,500 that must be paid to the franchisor and/or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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 government 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 Daniel Shaw at 15 Walden Drive, Suite 102, Arden, North Carolina 28704 and 828.684.3192.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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: June 8, 2022

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 franchises. You can find their names and contact information in Item 20 or Exhibits E and F.
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 G 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 High Touch - High Tech business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a High Touch - High Tech franchisee?	Item 20 or Exhibits E and F 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 A.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by arbitration only in North Carolina. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in North Carolina than in your own state.

2. **Financial Condition**. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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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A Agents for Service of Process/State Administrators
B State Specific Addenda
C Franchise Agreement
D Table of Contents of Operations Manual
E List of Franchisees
F List of Former Franchisees
G Financial Statements
H Sample Copy of General Release
I Franchisee Disclosure Acknowledgment Statement

STATE EFFECITVE DATES

RECEIPT

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

Franchisor

The Franchisor is High Touch Investment Corp., and for ease of reference High Touch Investment Corp. will be referred to as we, us or "High Touch," which is the name that you will be trading under. We will refer to the person or entity who buys the franchise as "you" throughout the Disclosure Document. If you are a corporate entity, certain provisions of the agreement also apply to your owners and will be noted.

We are a Florida corporation that was incorporated on December 23, 1993. Our franchisees will do business as "High Touch-High Tech." Our principal address is 15 Walden Drive, Suite 102, Arden, North Carolina 28704; our mailing address is PO Box 8495, Asheville, North Carolina 28814.

We have offered franchises for High Touch-High Tech businesses since 1994, but we have not offered franchises in any other lines of business. We do not own or operate a business of the type being franchised.

Our agents for service of process are disclosed in Exhibit A.

Our Parent, Predecessor and Affiliates

We have no corporate parent and no predecessors.

We have one affiliate. Our affiliate is High Touch-High Tech, Inc., a Florida corporation headquartered at our address. Our Affiliate owns four existing High Touch-High Tech locations in Asheville, North Carolina (since 2007), Greenville, South Carolina (since 2007), Raleigh, North Carolina (since 2013), and Charlotte, North Carolina (since 2016). Our Affiliate also owns the Proprietary Marks, which it has licensed to us so that we may sub-license them to our franchisees. They have never sold or offered franchises in this or any other line of business.

Neither we or our affiliates are an approved supplier of any item that must purchase or lease.

Franchise Offered

The franchise which we offer is for the operation of an outreach program under the name "High Touch-High Tech" which offers science educational programs to bring hands-on, participatory science experiences to classrooms, as well as providing after school programs, holiday mini-camp programs, summer programs, preschool programs and birthday parties ("Franchise"). The Franchise is a home- based business, but you may choose to operate from a small office or light industrial space.

The first and primary type of activity conducted by a Franchise consists of in school "field trips" to be conducted by your Franchise under an agreement with and in coordination with various public and private schools, consisting of actual classroom teaching by you and your employees. The second type of activity consists of similar types of programs conducted by your Franchise in the context of birthday parties for children either at homes or other locations outside of the school, and with more of an amusement oriented program than the in-school program. The third type of activity consists of similar type programs conducted by your Franchise in the context of preschool, holiday mini-camps, scouting and summer camp programs. We currently have 71 programs for preschool aged children, 76 programs for elementary school aged children, 11 programs for middle school aged children, 57 programs for summer camps, 28 afterschool enrichment programs, 9 birthday party themes, 44 mini-camp programs, and 24 stand-alone experiences. We continue to develop new programs annually.

The franchise grants you the right to own and operate a "High Touch-High Tech" franchise (the "Franchised Business"), which is characterized by a "system" which includes uniform formats, designs, systems, methods, specifications, standards and procedures, all of which may be improved, expanded, further developed or otherwise modified periodically and which comprise the System. In addition, you are granted a non-exclusive right to use and display certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including the mark "High Touch-High Tech" and any other trade names, service marks, slogans, logos and emblems we may designate for use in connection with the System ("Proprietary Marks"). The Proprietary Marks are owned by our Affiliate, who has licensed them to us (see Item 13).

You must hire your own educators for your Franchise. The educators you hire must have at least a four-year degree from an accredited college or university and must pass a background check. All of the educators you hire must complete our initial training program, at your cost.

Market and Competition

The target market for our services are the parents of school-aged children. The market for hands-on science-based learning and entertainment is a growing field, although primarily limited to public forums like museums and science centers. You will face competition from these types of places, which may include national, regional or privately-owned facilities.

Industry Specific Laws

There are no regulations that are specific to the operation of a Franchise, but, depending on the state that you are operating in, you may have to obtain a license to operate as an educational Franchise or school. We do not consider our Franchises to be schools, but you should consult with your attorney concerning any special requirements that may apply to you or to your Franchise.

ITEM 2
BUSINESS EXPERIENCE

President and Chief Executive Officer – Daniel Shaw

Mr. Shaw has been our President and Chief Executive Officer since our inception in 1993 and has held a similar position with our Affiliate since its inception in 1992.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

The Initial Franchise Fee is $52,500 for a Franchise, which is due in a lump sum when the Franchise Agreement is signed. The Initial Franchise Fee is not refundable, except that if you do not complete the initial training program to our satisfaction, we may terminate the Franchise Agreement and refund all but $5,000 of the Initial Franchise Fee to you.

If you meet our criteria, including a minimum credit score, we may offer to finance up to 40% of the Initial Franchise Fee. If we finance a portion of the Initial Franchise Fee, you must sign our form of promissory note and personal guaranty and the amount financed is payable to us over a period of 48 months with interest at the rate of 4%.

ITEM 6
OTHER FEES

Column 1 Type of fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks[(1)(2)]
Royalty Fee	7% of gross revenue	Payment due by the 1st of each month. Payments are considered late if received after the 5th of the month.	Gross Revenues are defined below. The Royalty is paid via check or electronic funds transfer.
National Advertising Contribution	Maximum of $150	If instituted, payment would be due by the 1st of each month.	We reserve the right to institute a national advertising fund to be administered by us for the purpose of regional and national advertising of the System. If and when established, we will notify you of the fee due, which shall be paid at the same time and in the same manner as the Royalty Fee.

Column 1 Type of fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks[(1)(2)]
Local Advertising	No minimum		You must use your best efforts to make local advertising and promotion expenditures to promote your Franchise. In addition, you must list your Franchise in your local white and yellow pages directories. You will pay your local advertising suppliers directly.
Renewal Fee	$3,500	At time of renewal	Payable to us, not refundable
Transfer Fee	$3,500 under a Franchise Agreement	At the time of transfer	Payable to us, not refundable. No fee is charged for a one-time transfer to a corporate entity you form for the convenience of ownership
Audit Fee	Actual cost of audit	On demand	If an audit shows that you have understated Gross Revenue by 3% or more, you must pay the costs of the audit as well as the understated Royalty Fee plus interest. In addition, we have the right to terminate the Franchise Agreement
Interest	1.5% per month or the highest legal rate, whichever is less	Upon billing	Payable on all overdue amounts. Interest accrues from the original due date until payment is received in full
Liquidated Damages	See Note 2	Upon demand	

(1) These fees are imposed by and are payable to us, except as otherwise noted. All of these fees are non-refundable. The term "Gross Revenues" as used in this Disclosure Document shall mean the aggregate gross amount of all revenues from whatever source derived (whether in the form of cash, credit, agreements to pay, or other consideration including the actual value of any goods or services traded, bartered or otherwise received by you in exchange for any form of non-monetary consideration, and whether or not payment is received at the time of sale) which arise from or are

derived by you or by any other person from business conducted or which originated in, on, from, or through the Franchise and any additional Franchises, whether the business is conducted in compliance with or in violation of the terms of this Agreement. Gross Revenues do not include sales tax or other tax receipts, the collection of which is required by law, or (ii) revenues that prove to be uncollectible, provided that you shall take any and all reasonable measures to collect these revenues, including the prosecution of litigation if reasonably necessary.

(2) If we terminate the Franchise Agreement with cause, you must pay us liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation before the termination multiplied by (a) 24, being the number of months in two full years, or (b) the number of months remaining in the Franchise Agreement had we not terminated it, whichever is higher.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 **Type of Expenditure**	Column 2 **Amount**	Column 3 **Method of Payment**	Column 4 **When Due**	Column 5 **To Whom Payment is to be Made**
Initial Franchise Fee (1)	$52,500	Lump sum	When you sign the Franchise Agreement	Us
Telephone (including voice mail)	$150 to $250	Lump sum	As incurred	Vendors
Computer Hardware and Software with Printer (2)	$1,200 to $1,500	Lump sum; leased or financed	As incurred	Vendors
Scientific Supplies (3)	$3,000 to $4,500	Lump sum or financed	Before opening	Vendors
Brochure Printing (4)	$1,000 to $1,200	Lump sum	Before opening	Vendors
Postage (4)	$400 to $450	Lump sum	Before opening	Vendors
Supplies (5)	$500 to $600	Lump sum	Before opening	Suppliers
Travel & Living Expenses While Training (6)	$1,000 to $3,000	As agreed	As agreed	Airline, Hotel, Restaurant, etc.

Column 1 **Type of Expenditure**	Column 2 **Amount**	Column 3 **Method of Payment**	Column 4 **When Due**	Column 5 **To Whom Payment is to be Made**
Additional Funds necessary to commence or continue operation for first 3 months (7)	$3,000 to $5,000	Varies	As required	Varied
TOTAL	$62,750 to $69,000			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you are required to make may be refundable and the initial franchise fee is partially refundable in certain circumstances (see Item 5). We do not finance any portion of your initial investment, except as described in Items 5 and 10.

Notes:

(1) The initial franchise fee for a single Franchise is $52,500. It is partially refundable. See Item 5 for details.

(2) You must purchase or lease a computer for the Franchise. The computer must be a current model, but can be purchased from the vendor of your choice. We may specify the software you must load onto your computer. See Item 11.

(3) You must purchase an initial inventory of scientific supplies. The list of supplies you must purchase will be provided in the Operations Manual.

(4) You will have an initial run of brochures for your Franchise and you will incur costs for your initial mailing announcing your Franchise.

(5) Many of the supplies you will use in the Franchise can be purchased from stores such as WalMart, Costco, Home Depot, grocery store, etc.

(6) The initial training program for you and up to three other people is included in the initial franchise fee. You must pay for the out-of-pocket expenses of the trainees, including travel, lodging and meals. The amount of your expenses will depend on how far the trainees have to travel and the type of accommodations chosen.

(7) You will need capital to support ongoing expenses, such as payroll, utilities, and local advertising if these costs are not covered by sales revenue for your first three months of operation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate and there is absolutely no guarantee or assurance that additional working capital will not be necessary during this start-up phase or any time after your initial three months of business. There is a very good chance that you will need additional working capital. We have not included an estimate for debt service payments. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

We relied on our experience in this business since 1993 to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

As this is a home-based business, we have not included estimates for renting space for your Franchise. If you choose to operate from an office or light industrial space, we must approve your site before you may operate your Franchise from that site. If you choose to operate from an office or light industrial space, your initial investment will be higher because you will be paying for additional items, including rent, security deposits, increased insurance based on your lease terms, and you may need to purchase furnishings for your rented space.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must use, in developing and operating the Franchise, only those fixtures, furnishings, equipment (including computer hardware and software) that we have approved for your Franchise as meeting our specifications and standards for quality, design, appearance, function and performance. You must purchase or lease approved brands, types or models of fixtures, furnishings, equipment (including computer hardware and software), stationery (including brochures and business cards) and signs only from suppliers we have designated or approved (which may include us and/or our related parties). If we are the approved supplier for some of these items, we reserve the right to earn a profit on sales of these items to our franchisees.

There are no approved suppliers in which any of our officers owns an interest.

The Franchise may offer and sell only the types of products and services, and all of the types of products and services, as we authorize periodically for Franchises. You may use only those types, brands and models of equipment (including computers and scientific equipment), software, supplies and signs as are approved by us for Franchises as meeting our standards of quality, design, warranties, appearance, function and performance. Further, you must conduct your business in accordance with the System Standards (as defined below).

You must purchase or lease approved brands, types or models of equipment and supplies only from suppliers approved by us (which may include us and/or related parties). We may periodically modify the list of approved types, brands or models and/or suppliers, and you may not, after receipt of notice of a modification, reorder any type, model or brand, of or from any supplier that is no longer approved. We may derive income from your required purchases or leases. Many of the supplies you will use can be obtained from a local store, such as WalMart, Costco, Home Depot or grocery store.

If you desire to use any type, brand, or model of equipment, supplies or signs or desire to purchase any equipment, supplies or signs from any supplier (other than a supplier which is then currently approved by us for such item), you must notify us of your desire to do so and submit to us specifications, photographs, samples, and/or other information we request. We will, within 30 days, determine whether the item or supplier meets our specifications and standards and notify you whether you are authorized to use the item in the operation of the Franchise or to purchase from the supplier. We may grant our approval subject to certain conditions, including requirements relating to quality and condition of the item, the reliability and standards of service, and may grant our approval on a temporary basis pending a further evaluation of the equipment or supplier. We currently do not charge a fee for approval of a supplier, but we reserve the right to do so in the future. We may concentrate purchases with one or more suppliers to obtain the lowest prices and/or the best advertising support or other services for any group of Franchises whether franchised or operated by us or any of our related parties. We may periodically prescribe procedures for the submission of requests for approval of equipment, supplies, signs and suppliers.

You must purchase or lease from any vendor one computer for your Franchise for administrative purposes. The computer you purchase must be a current model computer with the latest version of Windows operating system, Microsoft Office and QuickBooks. We strongly recommend that you also have anti-virus software on your computer, such as McAfee or Norton/Symantec. You may purchase your computer from the vendor of your choice. We estimate that the cost of the required computer system is between $1,200 and $1,500. Your computer system will provide you with the following functions: e-mail, billing, reporting, word processing and internet connection. You must at all times have a high speed internet connection for your computer system.

We estimate that approximately 15% to 20% of your expenditures for leases and purchases in establishing your Franchise will be for goods and services that must be purchased either from us, our affiliate or an approved supplier, or in accordance with our standards and specifications. We estimate that approximately 10% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us, our affiliate or an approved supplier or in accordance with our standards and specifications. Franchisee is obligated to sell only goods and services approved and authorized by Franchisor. If Franchisee desires to purchase, license or market any products or services that have not been previously approved by Franchisor, Franchisee shall submit to Franchisor a written request for such approval (see Franchise Agreement 5.11).

During the fiscal year ended December 31, 2021, we did not derive any revenue from required purchases or leases.

The development and operation of the Franchise in accordance with our specifications, standards, methods and operating procedures (the "System Standards") is essential to preserve the reputation and high standards of quality and service of Franchises and the goodwill associated with the Proprietary Marks. You must develop and operate the Franchise in accordance with each and every System Standard, as periodically modified or supplemented by us. System Standards may govern any and all aspects of the development and operation of the Franchise, including the following:

(1) Appearance and maintenance of the Franchise;

(2) Performance, quality and other relevant characteristics of the services offered by the Franchise;

(3) Use of the Proprietary Marks and protection of Confidential Information;

(4) Types, model specifications and brands of authorized equipment, supplies and approved suppliers;

(5) Qualifications, training, appearance and attitude of Franchise employees, including the hiring of instructors who have advanced degrees and certified teaching credentials;

(6) Use and retention of standard forms;

(7) Use of signs, posters, displays, standard formats and similar items;

(8) Adoption of technological developments or advances;

(9) The addition or deletion of new products and/or services; and

(10) Hours of operation.

Before you may use them, samples of all local advertising and promotional materials not prepared or previously approved by us must be submitted to us for approval, which will not be unreasonably withheld. You may not use any advertising or promotional materials that have not been approved by us in writing.

A list of approved products and the suppliers from which products may be purchased will be published in our Operations Manual or in policy and procedures statements or provided to you by other written communication, and this list may be amended by us periodically. We do not provide material benefits to you based on your use of designated or approved suppliers.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the High Touch-High Tech Franchises in our System. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that action would not be in the best interests of the System or the franchised network of High Touch-High Tech Franchises. There are currently no purchasing or distribution cooperatives in our System.

We and/or our affiliates may receive payments or other compensation from suppliers on account of the suppliers' dealings with us, you, or other High Touch-High Tech Franchises in the System. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees. We do not currently have any arrangements for, or collect, any monies on account of our franchisees' dealings with suppliers, but we may in the future.

Before you open your Franchise for business, you must obtain the insurance coverage for the Franchise specified below. This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible carrier or carriers acceptable to us.

1. Comprehensive General Liability Insurance, including general liability and employment practices coverage, with a combination of primary and excess limits of not less than $1,000,000;

2. Automobile Liability Insurance, including owned and non-owned coverage, with a combination of primary and excess limits of not less than $300,000; and

3. Workers' Compensation Insurance as well as any other insurance, and in any amounts, as may be required by statute or rule of the state in which your Franchise will be located.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Article in Franchise Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	Article III	Items 7 and 8

(b) Pre-opening purchases/lease	Article V	Items 7, 8 and 11
(c) Site development and other pre-opening requirements	Article III	Items 7, 8 and 11
(d) Initial and ongoing training	Articles III and V	Items 7 and 11
(e) Opening	Article V	Item 11
(f) Fees	Article IV	Items 5, 6 and 7
(g) Compliance with standards and policies/Operations Manual	Articles V and VII	Items 8, 11 and 16
(h) Trademarks and proprietary information	Articles V, VI and VIII	Items 13 and 14
(i) Restrictions on products/services offered	Article V	Items 8, 12 and 16
(j) Warranty and customer service requirements	Not Applicable	Not Applicable
(k) Territorial development and sales quotas	Not Applicable	Item 12
(l) On-going product/service purchases	Article V	Items 8 and 11
(m) Maintenance, appearance and remodeling requirements	Article V	Item 8
(n) Insurance	Article XI	Items 7 and 8
(o) Advertising	Articles IV and X	Items 6, 7, 8 and 11
(p) Indemnification	Article XVIII	Not Applicable
(q) Owner's participation/ management/staffing	Article V	Items 11, 15 and 16
(r) Records/reports	Article IX	Item 11
(s) Inspection/audits	Articles V and IX	Item 6
(t) Transfer	Article XII	Items 6 and 17
(u) Renewal	Article II	Items 6 and 17
(v) Post-termination obligations	Article XIV	Item 17
(w) Non-competition covenants	Article XV	Item 17
(x) Dispute resolution	Article XXVI	Item 17
(y) Liquidated Damages	Article XIV	Item 6

ITEM 10
FINANCING

Except as provided, below, we do not offer any direct or indirect financing. We do not guarantee any note, lease or any other obligations.

If you meet our qualifications, including a minimum credit score, we may offer to finance up to 40% of your initial franchise fee, as described in Item 5. The total amount financed is repayable to us over

48 months with interest at 4% per annum. If you finance the maximum amount with us ($21,000), your monthly payment would be $474.16. There is no down-payment required and there is no prepayment penalty.

If you qualify for and choose to accept these installments, you will sign our form of Promissory Note and Personal Guaranty, which are attached as Exhibit G to the Franchise Agreement. If you default in any payment under the Promissory Note, we will have the right to terminate your Franchise Agreement. If your Franchise Agreement is terminated for cause, any amount you still owe to us under the Promissory Note will become immediately due and payable, and is in addition to any money you may owe to us under the terms of the Franchise Agreement.

The Promissory Note must be signed by you or an authorized officer, if you are a corporate entity. The Personal Guaranty must be signed by each person having an ownership interest in the franchise (referred to as a "Principal"). Under the Promissory Note and Personal Guaranty, you waive your right to a jury trial, as well as your rights to notices and set-off rights. There is no specific security interest required to be pledged under the Promissory Note or Personal Guaranty, but these agreements are subject to your compliance with the terms of the Franchise Agreement.

Under the Promissory Note, if you incur an "Event of Default", we have the right to declare all unpaid amounts under the Promissory Note to be immediately due and payable, and we have the right to charge interest on any unpaid amount at the maximum contract rate permitted by law. In addition, you must pay all costs and expenses we incur, including attorneys' fees, related to enforcing our rights under the Promissory Note, and we may terminate your Franchise Agreement and take back your territory. An "Event of Default" includes (a) you fail to make any payment of principal of or interest on the Note on its due date; (b) if any judgment, attachment, levy or execution against you is not fully paid and/or discharged or released within 30 days; (c) you become insolvent and unable to pay your debts; (d) you make an assignment for the benefit of creditors, declare bankruptcy or permit a trustee or receiver to be appointed for you and this continues undischarged for 30 days; or (e) you breach any representation, warranty or covenant contained in the Franchise Agreement.

We do not intend to sell, assign or discount to a third party all or any part of a financing arrangement we provide to you. The loan agreement does not require franchisees to waive defenses or legal rights or bar franchisees from asserting a defense against the lender, the lender's assignee or the franchisor.

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

Except as listed below, High Touch is not required to provide you with any assistance.

Pre-Opening Services

Franchise Agreement

Before you open your High Touch-High Tech Franchise for operation, we will provide the following assistance:

1. We will loan to you, during the term of the Franchise Agreement, one copy of our Confidential Operation Manual, containing mandatory specifications, standards, operating procedures and rules specified by us. We also provide you with franchise support material containing listings of equipment, furniture, fixtures and supplies you will need to establish your Franchise, as well as other information on the operation of a High Touch-High Tech Franchise. Franchise support material may be provided electronically. The Manual is

confidential and always remains our property. We may amend the Manual when necessary, upon notice to all franchisees (Franchise Agreement - Section 3.1).

2. We will provide our Initial Training Program for you and one other person (which is described below) (Franchise Agreement - Section 3.1).

3. We will specify in the Manual standard bookkeeping procedures and reporting forms that you must use (Franchise Agreement - Section 3.1).

4. We will specify the particular computer hardware, computer peripheral equipment and scientific equipment which you must purchase or lease (Franchise Agreement - Section 3.1).

5. We will provide our prior approval for your Franchise location, which we anticipate will be your home, as long as the location meets our minimum requirements. (Franchise Agreement – Section 3.1).

6. We will provide you with the curriculum, lesson plans and educational programs for the in-school, after school, preschool, summer camp, and birthday party programs (Franchise Agreement – Section 3.1).

Post-Opening Obligations

During your operation of the franchise, we will provide the following assistance:

1. As part of the System, we may offer and sell to you certain materials (including letterheads, business cards, brochures, labels, etc.), forms and promotional materials bearing the Proprietary Marks. We reserve the right to earn a profit on the sale of these items to you (Franchise Agreement - Section 3.2).

2. We will, at all times during the term of the Franchise Agreement, provide information pertaining to sources of supply of those proprietary and non-proprietary products and services which may be used in this System (Franchise Agreement - Section 3.2).
3. We may formulate and conduct a national advertising program. The cost of this form of advertising and promotion will be paid from the National Advertising Fund once it is created (Franchise Agreement - Section 3.2).

4. Following the opening of your Franchise, we will be available for consultation with you to discuss any problems in the operation of the business via periodic visits, telephone calls and/or e-mail. Additionally, we may hold conferences to discuss matters such as sales techniques, instructional methods, new products or services, training of personnel, performance standards, advertising, distribution methods and curriculum recommendations (Franchise Agreement - Section 3.2).

Advertising and Promotion

Administration of the National Promotional Program

We may create and administer a National Advertising Fund for national advertising programs and promotional programs as we consider necessary. When created, the following will apply to the National Fund: Advertising and promotional activities conducted by the National Fund will be funded by the National Advertising Contributions paid by you to us in an amount that we will determine and provide

notice to you (Franchise Agreement - Section 10.1). None of these funds will be used to solicit new franchisees.

There are presently no advertising councils or local or regional advertising cooperatives.

We will direct all advertising programs and will have sole discretion regarding the adoption of the concepts, materials and media used in the programs. (Franchise Agreement - Section 10.1). The types of media we currently utilize are digital, print, radio and television. We may use a regional agency for disseminating our advertising.

The National Fund will serve to further the general public's and commercial enterprises' awareness and acceptance of the System. We may spend, on behalf of the National Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Franchises to the National Fund in that year, and the National Fund may borrow from us or others to cover deficits or invest any surplus for future use. All funds collected by the National Fund but not spent in a fiscal year are rolled over to the next fiscal year.

We are not obligated to make expenditures for you which are proportionate to your contributions or to insure that any particular franchisee benefits pro rata from the placement of advertising (Franchise Agreement - Section 10.1).

The National Fund may be used to meet all costs and expenses related to national promotional activities (Franchise Agreement - Section 10.1).

All sums paid by franchisees to the National Fund and any income earned will be maintained by us in a separate account. Up to 15% of the National Fund may be used by us for administrative costs and overhead related to the National Fund. We will, after 120 days following the close of our fiscal year and upon written request, distribute to you an unaudited statement detailing National Fund income and expenses for the fiscal year just ended (Franchise Agreement - Section 10.1). The Fund was not created in fiscal 2020, so no money was spent by the Fund.

Each Franchise owned by us and our Affiliate will contribute to the National Fund on the same basis as our franchisees.

Local Advertising

You must conduct monthly local advertising in form, content and media approved by us. We do not currently set a minimum amount that you must spend, but we reserve the right to do so in the future. At a minimum, you must list your Franchise in local online directories. (Franchise Agreement - Section 10.3) See Item 6 of this Disclosure Document.

We must approve any advertising materials you develop for your own use. To gain our approval for your advertising, you must submit samples to us or our designated agent. We will notify you of our approval or disapproval within 15 days of the receipt the materials (Franchise Agreement, Section 10.2). Any materials you submit to us for our review will become our property and there will be no restriction on our use of these materials. (Franchise Agreement – Section 6.8).

You are not required to participate in regional advertising cooperative.

We may provide you with local advertising, marketing and customer training and education plans and materials (Franchise Agreement, Section 10.4).

Computer and Software Requirements

You must purchase or lease from any vendor one computer for your Franchise for administrative purposes. The computer you purchase must be a current model computer with the latest version of Windows operating system, Microsoft Office and QuickBooks. We strongly recommend that you also have anti-virus software on your computer, such as McAfee or Norton/Symantec. You may purchase your computer from the vendor of your choice. We estimate that the cost of the required computer system is between $1,200 and $1,500. Your computer system will provide you with the following functions: e-mail, billing, reporting, word processing and internet connection. You must at all times have a high speed internet connection for your computer system.

We strongly encourage, but do not require, that you have a maintenance service contract in place at all times during the term of the Franchise Agreement. If you choose to have a maintenance contract for your computer system, we estimate that the cost could be up to $2,500 annually.

We reserve the right to have independent access to all data on your computer system, and this data is the property of High Touch-High Tech. You must make sure that we have access at all times to your computer system in the manner we require, at your cost. There are no contractual limitations on our right to access the information and data stored on your computer system. The data we may access and download includes data related to the Franchise, such as customer information, billing and similar matters. We may, during the term of the Franchise Agreement, require you to upgrade your computer system, and there are no contractual limitations on our right to require these upgrades. Neither we nor any affiliate of ours will provide you with any updates, upgrades or maintenance for your computer system.

You must comply with our System standards regarding the use of social media in your Franchised Business's operation ("social media" includes personal blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio, and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

Confidential Operations Manual

The table of contents of the Manual as of our last fiscal year end is attached to this Disclosure Document as Exhibit D. The Manual contains approximately 60 pages

Length of Time to Open

We estimate that there will be an interval of between 30 to 60 days between when you sign the Franchise Agreement and the opening of the Franchise. This interval may vary based upon factors such as the delivery schedule for your computer and scientific equipment, the time that is required to apply for and obtain your license, if your state requires this process, permits and zoning requirements, delays in securing financing arrangements and completing training. You must open your Franchise for business within 60 days after you sign the Franchise Agreement, unless we agree to extend this time frame.

Training and Supervision

Before your Franchise opens for business, you (or, if Franchisee is a corporate entity, any equity holders owning at least seventy five percent (75%) of the corporate entity) and one (1) other individual shall attend and successfully complete, to our reasonable satisfaction, our training program before the opening of the Franchised Business at our Corporate Office in Arden, North Carolina, or at another location that we designate. We do not have pre- scheduled training, but instead will provide training on an as-needed basis. The cost to provide our Training Program for the first four people is included in the Initial Franchise Fee,

but you must pay for all expenses your trainees incur while attending the Training Program. Our Training Program will last for approximately five days. You must complete training to our satisfaction at least four weeks before opening your business. The Training Program will include human resources and employee hiring/benefits; employee training; business management systems and client relationship development; equipping the Franchise; vendor relationships; and marketing and public relations.

If you fail to complete the Training Program to our satisfaction, we reserve the right to terminate the Franchise Agreement and refund to you all but $5,000 of the Initial Franchise Fee you paid.

We will not pay compensation for any services performed by you in the course of training.

We will determine the subject matter of our Training Program.

We will provide additional advisory assistance and training that we feel is advisable in the operation of the System on the terms and conditions set forth in our Manual. We may telephone or visit you periodically for the purposes of rendering advice and consultation regarding the operation of the Franchised Business, assessing your overall performance and determining whether you are conducting the Franchised Business in compliance with System Standards.

We may, at your request, enroll additional individuals in our Training Program if you pay us our then-current training fee (as set forth in the Manual). The request will be honored based upon the availability of our training staff.

We may train any number of individuals from any number of franchises at the same time.

In the event of the sale of your franchise, we will train the new franchisee in the same manner and under the same circumstances as those described above, at the transferee's cost.

We may, in our discretion, conduct refresher training programs, and we may designate some or all of these programs as mandatory. In addition, we may choose to hold franchisee conferences, which we may also designate as mandatory. If you attend a refresher training program or franchisee conference, you must pay for the out-of-pocket costs of all attendees from your Franchise, including travel, lodging, meals and wages.

The following is an approximate breakdown of the Training Program currently in effect:

TRAINING PROGRAM

Note: All classroom training hours and on-the-job training hours are estimates and may vary by training session

Column 1 Subject	Column 2 Hours of Classroom Instruction	Column 3 Hours of On-the-Job Training	Column 4 Location
BUSINESS PLAN			
Introduction	1 hour	N/A	Corporate Office
Programming	1 hour	N/A	Corporate Office
Safety	1 hour	N/A	Corporate Office
Supply Management	2 hours	N/A	Corporate Office

Staffing	1.5 hours	N/A	Corporate Office
Business Development	1 hour	N/A	Corporate Office
Sales	2 hours	N/A	Corporate Office
Transactions & File Maintenance	1 hour	N/A	Corporate Office
Grant Administration	1 hour	N/A	Corporate Office
Program Planning	2 hours	N/A	Corporate Office
Quality Control	1 hour	N/A	Corporate Office
Marketing & Promotions	1.5 hours	N/A	Corporate Office
Dissemination of Information	1 hour	N/A	Corporate Office
Advertising	1.5 hours	N/A	Corporate Office
Accounting & Business Management	1 hour	N/A	Corporate Office
Business Ownership	1.5 hours	N/A	Corporate Office
Technical Support	1 hour	N/A	Corporate Office
Our Growing Relationship	1 hour	N/A	Corporate Office
MARKETING PLAN			
Column 1 **Subject**	**Column 2** **Hours of Classroom Instruction**	**Column 3** **Hours of On-the-Job Training**	**Column 4** **Location**
Schedule of Events: Week 1-2: • General Preparations • Geographical Information • Brochure Distribution • School District • Administration • Teachers • Home Office	2 hours	N/A	Corporate Office
Schedule of Events: Week 3: • Appointments • Media	2 hours	N/A	Corporate Office
Schedule of Events: Week 4: • Phone Contact	2 hours	N/A	Corporate Office
Phase 1: Start-up Phase • State Organizations/Listings • Public & Private School Listings • Parenting Publications – print & online • Local Libraries • Teacher Associations • Preschool & Day Care Centers • Parent/Teacher Associations & Organizations • Brochure Distribution • Media	2 hours	N/A	Corporate Office

Phase 2: The Next Level • Revenue Stream • Grants • TV & Media • Resorts & Hotels • Corporate Alliance Opportunities	2 hours	N/A	Corporate Office
Franchisee Resource Center	2 hours	N/A	Corporate Office
Franchising	1 hour	N/A	Corporate Office
PROGRAMMING			
Program Review: • Workshops • Demonstrations	N/A	8 hours	Corporate Office
Program Observation	N/A	6 hours	Franchise Location – To Be Determined
Totals	**36 hours**	**14 hours**	N/A

Our Training Program is conducted by Daniel Shaw. The minimum experience of Daniel Shaw has over 30 years of experience and is an owner of the franchisor since its inception in 1993. Our instructors have a minimum of 7 years and our trainers have a minimum of 6 years of experience in this field. The training materials used in our Training Program include our Confidential Operations Manual and our copyrighted educational programs.

ITEM 12
TERRITORY

Franchise Agreement

Under the Franchise Agreement you will receive the exclusive right to operate a High Touch- High Tech Franchise in a specific geographic area. A description of the exclusive territory will be added to your Franchise Agreement when it has been determined, based on the Accepted Location for your Franchise ("Territory").

The Franchise Agreement gives you the right to operate a single Franchise at the Accepted Location. We will grant you your Territory based upon population. A typical Territory will have a population of approximately 1.5 – 1.8 million people and will be designated by counties in Attachment A to your Franchise Agreement. Population shall be determined by reference to the most recent figures available from the U.S. Census Bureau at the time the Territory is designated. You may relocate your Franchise during the term of the Franchise Agreement; however, we must approve your relocation request, the new site for the Franchise must meet our then-current criteria for new Franchises, and the new site must be located in your Territory. We will not re-size or reconfigure your Territory if you relocate.

We reserve the right to operate and/or grant franchises for the operation of High Touch-High Tech Franchises outside your Territory. We also reserve the right to sell, license and lease products or services which are the same as or similar to those associated with the business activities conducted at High Touch-High Tech Franchises in any geographical area other than the Territory, either through company-owned Franchises or through a Franchise owned by another franchisee. Additionally, we reserve the right to sell, license and lease products and services offered, or authorized to be offered, at High Touch-High Tech Franchises under other trademarks or service marks, through any distribution channel, wherever we deem appropriate, whether within your Territory or outside your Territory. You may face competition from other channels of distribution or competitive brands that we control. We will not operate a company-owned High

Touch-High Tech Franchise nor grant a High Touch-High Tech franchise to any other person, for the operation of a High Touch-High Tech Franchise or a business utilizing the intellectual property associated with the High Touch-High Tech System in your exclusive Territory.

We expect our website to generate interest in your services, and we will direct all internet inquires to the appropriate franchisee, based on where the contract originates. You are not permitted to develop your own website for your Franchise, but we may require you to submit materials to be included in our website that meet our guidelines.

The continuation of your territorial exclusivity is not dependent upon your achievement of certain sales volumes, market penetration or other contingency. There are no circumstances that permit us to modify your territorial rights.

You may sell our products and services to customers within your Territory. You may not engage in any promotional activities or sell products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. You may not place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located outside of your Territory. You have no options, rights of first refusal, or similar rights to acquire additional franchises.

Although we have not done so, we and our affiliates may sell products under the Proprietary Marks within and outside your Territory through any method of distribution other than a Franchise, including sales through such channels of distribution as the Internet, catalog sales, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Territory except as described in the following paragraph and you will not receive any compensation for our sales through alternative distribution channels except as described in the following paragraph.

If we engage in electronic commerce through any Internet, World Wide Web or other computer network site or sell through any other alternative distribution channel, and we receive orders for any products or services offered by a High Touch-High Tech Franchise calling for delivery or performance in your Territory, then we will offer the order to you at the price we establish. If you choose not to fulfill the order or are unable to do so, then we, one of our affiliates or a third party we designate (including another franchisee) may fulfill the order, and you will not be entitled to any compensation in connection with this.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do this anywhere and at any time.

Except for the outlets operated by our affiliates, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned outlets which sell our proprietary products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

ITEM 13
TRADEMARKS

We grant you the right to use several trademarks, service marks and other commercial symbols with the operation of your High Touch-High Tech Franchise. Our Affiliate has registered the following

principal trademarks and service marks on the Principal Register of the United States Patent and Trademark Office (the "Proprietary Marks"):

Mark	Application Date	Serial Number	Registration Date	Registration Number
The Science Experience That Comes To You	March 26, 2013	85/886,603	October 29, 2013	4,425,469
Fueling Imaginations of Children Everywhere	June 28, 2006	78/919,111	June 12, 2007	3,251,394
HT High Touch High Tech Science Made Fun	April 27, 2016	87/016,462	December 20, 2016	5,104,292
Elf Excavation	November 18, 2019	88696153	June 16, 2020	6,079,599

We also obtained trademark registration for "High Touch High Tech" in China on July 28, 2021 under registration no. 41796104.

The Proprietary Marks have been licensed to us by our Affiliate for our use and so that we may sub-license them to our franchisees. Our Affiliate has filed all affidavits and other documents required to maintain its interest in and to the Marks.

There are no effective determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court; nor is there any pending infringement, opposition or cancellation proceeding or any pending material litigation involving the above-referenced service marks which is relevant to their use in this state or any state in which the Franchised Business may be located.

We know of no superior rights or infringing uses that could materially affect your use of the Marks or other related rights in any state.

We have received a license from High Touch-High Tech, Inc. to license the use of its marks to our franchisees. That license will continue in effect, as to each franchise agreement we issue, for as long as the franchise agreement remains in effect. You also will have the right to use any future trademarks or service marks we or High Touch-High Tech, Inc. may develop for use in connection with High Touch-High Tech franchised businesses. During the term of your franchise agreement, if High Touch-High Tech, Inc. cancels the license with us, your right under your franchise agreement will remain unaffected.

The Franchise Agreement does not grant you any ownership rights to any of our Proprietary Marks, copyrighted materials or trade secrets. The license applies only to those Proprietary Marks, trade names, copyrighted materials and trade secrets which are designated in writing by us. You may not represent to others or conduct yourself in any way that might indicate that you have any other rights in our Proprietary

Marks, trade names, copyrighted materials or trade secrets.

You may not do anything to damage or contest or dispute any of our rights to our Proprietary Marks, trade names, copyrighted materials and/or trade secrets.

You must use and display the Proprietary Marks, trade names and use the copyrighted materials and trade secrets in accordance with the specifications set forth in the Manual.

You may not use the Proprietary Marks, trade names, copyrighted materials, or trade secrets, or any similar words, in your trade name. However, you shall identify yourself to the public as doing business as "High Touch-High Tech" or "Science Made Fun".

If you learn of any actual or potential claim against you or us relating to the use of the Proprietary Marks, trade names or copyrighted materials, you must promptly notify us. We will promptly take such action as we deem necessary to address any such claim. We have the right to defend, compromise or settle any claim using attorneys of our own choosing and you must cooperate fully with us. We will protect, defend and indemnify you in connection with the claim unless the claim arises out of or relates to your use of the Proprietary Marks, trade names, and copyrighted materials in violation of the Franchise Agreement, the Manual or otherwise.

If you learn of any unauthorized use of the Proprietary Marks, trade names, Proprietary Software, copyrighted materials or trade secrets, you are required to promptly notify us. We will determine whether or not to take any action. You have no right to take any action with respect to any unauthorized use of the Proprietary Marks, trade names, Proprietary Software, or copyrighted materials.

We reserve the right to change or discontinue the use of any mark, name, symbol or other corporate identification. If this occurs you must conform to the change. If this happens, we have no obligation to reimburse you for any costs incurred in compliance with our direction.

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 you.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We have developed certain educational programs which have been copyrighted in the Library of Congress, which are detailed in the following chart:

Program Name	Certificate	Effective Date	Registration Number
ELEMENTARY PROGRAMS			
Beauty & the Yeast	X	July 17, 1998	TXu 863-871
Bee Good	X	November 17, 2017	TXu 2-076-441
Bonkers for Blood	X	November 17, 2017	TXu 2-076-441
BrainBuzz	X	March 16, 2005	TXu1-228-061
Chemfun	X	December 7, 1993	TX 3 683 269
Chemistry Sensations	X	June 28, 2005	TXu1-248-232
Cosmic Capers	X	March 21, 2005	TXu1-230-254

Design Time	X	November 17, 2017	TXu 2-076-441
Dig It	X	December 30, 1994	TXu 666-786
Down Deep	X	November 17, 2017	TXu 2-076-441
Earthworks	X	November 17, 2017	TXu 2-076-441
Edison's Workshop	X	July 24, 1998	TXu 864-157
Edison's Workshop 2.0	X	November 17, 2017	TXu 2-076-441
Extreme Scene	X	November 17, 2017	TXu 2-076-441
Eye Eye Captain	X	November 17, 2017	TXu 2-076-441
Finally Fun Machines	X	March 29, 2005	TXu1-232-263
Fission, Fusion, No-Confusion	X	November 17, 2017	TXu 2-076-441
Flour Power	X	November 17, 2017	TXu 2-076-441
Forces	X	November 17, 2017	TXu 2-076-441
Forensic Fun	X	November 17, 2017	TXu 2-076-441
Fun'omena	X	March 16, 2005	TXu1-228-062
Gas is in the Past	X	November 17, 2017	TXu 2-076-441
Get Buggy	X	March 16, 2005	TXu1-228-063
Get Off My Back	X	November 17, 2017	TXu 2-076-441
Give Me Some Skin	X	November 17, 2017	TXu 2-076-441
Global Fever	X	January 12, 2010	TX 7-168-127
Globs, Goo & Guts	X	July 24, 1998	TXu 874-608
Go Girl	X	November 17, 2017	TXu 2-076-441
Gravity Games	X	November 17, 2017	TXu 2-076-441
H2O to GO	X	November 17, 2017	TXu 2-076-441
Hair Ya' Go	X	November 17, 2017	TXu 2-076-441
Homemade Fun	X	May 31, 2005	TXu1-242-692
How to be an Astronaut	X	November 17, 2017	TXu 2-076-441
iCool	X	November 17, 2017	TXu 2-076-441
Indicator II pH Day	X	November 17, 2017	TXu 2-076-441
Insectology	X	November 17, 2017	TXu 2-076-441
Jurassic Classic	X	October 28, 1994	TXu 659-369
Jurassic Jr.	X	November 17, 2017	TXu 2-076-441
Let's Make Sense	X	May 31, 2005	TXu1-242-693
Magnet Makers	X	June 28, 2005	TXu1-248-230
Matter Matters	X	November 17, 2017	TXu 2-076-441
Meteorology Madness	X	November 17, 2017	TXu 2-076-441
MileyVIRUS	X	November 17, 2017	TXu 2-076-441
Mission to Mars	X	November 17, 2017	TXu 2-076-441
Molecule Medley	X	November 17, 2017	TXu 2-076-441
Newton in a Nutshell	X	July 24, 1998	TX 4-815-957
Newton's Day at the Park	X	November 17, 2017	TXu 2-076-441

Nutty Nutrients	X	May 31, 2005	TXu1-243-667
Our Living Planet	X	November 17, 2017	TXu 2-076-441
Rainforest Safari	X	November 17, 2017	TXu 2-076-441
Respiration Station	X	July 17, 1998	TXu 863-872
Ripe On	X	November 17, 2017	TXu 2-076-441
Sea Ya' Later	X	June 1, 2005	TXu1-243-658
Silly Cells	X	June 28, 2005	TXu1-248-229
Smarty Plants	X	May 31, 2005	TXu1-243-666
Sounds Like Fun	X	May 31, 2005	TXu1-243-025
Space Case	X	November 17, 2017	TXu 2-076-441
Starch March	X	November 17, 2017	TXu 2-076-441
Survive & Thrive	X	November 17, 2017	TXu 2-076-441
The Body Shop	X	May 31, 2005	TXu1-243-026
The Chain Gang	X	June 1, 2005	TXu1-243-660
The Green Machine	X	November 17, 2017	TXu 2-076-441
The Heat is On	X	November 17, 2017	TXu 2-076-441
The Inventor's Closet	X	June 28, 2005	TXu1-248-231
The Power of Light	X	October 31, 1994	TXu 656-378
The Print Shop	X	May 31, 2005	TXu1-243-024
The Reaction Attraction	X	May 31, 2005	TXu1-243-668
The Real McCoy	X	June 28, 2005	TXu1-248-233
Up, Up & Away	X	May 31, 2005	TXu1-242-696
Vibes	X	November 17, 2017	TXu 2-076-441
Wacky Water Workshop	X	May 31, 2005	TXu1-242-694
Weather or Not	X	June 1, 2005	TXu1-243-659
What's the Matter	X	July 17, 1998	TXu 863-873
PRESCHOOL PROGRAMS			
Baby Animal Games	X	November 29, 2016	TXu 2-033-521
Bats - Night Fliers	X	November 29, 2016	TXu 2-033-521
Birds of a Feather	X	November 29, 2016	TXu 2-033-521
Bubble Blast	X	November 29, 2016	TXu 2-033-521
Can You Sense It	X	November 29, 2016	TXu 2-033-521
Chemistry Capers	X	November 29, 2016	TXu 2-033-521
Chempop	X	November 29, 2016	TXu 2-033-521
CheMystery	X	November 29, 2016	TXu 2-033-521
Copycat	X	November 29, 2016	TXu 2-033-521
EarthScapades	X	November 29, 2016	TXu 2-033-521
Edible Science	X	November 29, 2016	TXu 2-033-521
EggSperiments	X	November 29, 2016	TXu 2-033-521
Energee & Me	X	November 29, 2016	TXu 2-033-521

ExSEEDingly Cool	X	November 29, 2016	TXu 2-033-521
Fantastic Static	X	November 29, 2016	TXu 2-033-521
FizzFun	X	November 29, 2016	TXu 2-033-521
Flight If We Might	X	November 29, 2016	TXu 2-033-521
FOAM-tastic	X	November 29, 2016	TXu 2-033-521
Food for Thought	X	November 29, 2016	TXu 2-033-521
Forces	X	November 29, 2016	TXu 2-033-521
Fossil Fun	X	November 29, 2016	TXu 2-033-521
Fun'omena	X	November 29, 2016	TXu 2-033-521
Germs Make Me Sick	X	November 29, 2016	TXu 2-033-521
Get Growing	X	November 29, 2016	TXu 2-033-521
Give Us A Sign	X	November 29, 2016	TXu 2-033-521
Gold Rush	X	November 29, 2016	TXu 2-033-521
Good Vibrations	X	November 29, 2016	TXu 2-033-521
Have a Heart	X	November 29, 2016	TXu 2-033-521
Invisible Forces	X	November 29, 2016	TXu 2-033-521
It's a Fine Time	X	November 29, 2016	TXu 2-033-521
Jurassic Jr.	X	November 29, 2016	TXu 2-033-521
Leaf Me Alone	X	November 29, 2016	TXu 2-033-521
Let the Sun Shine In	X	November 29, 2016	TXu 2-033-521
Magnet Makers	X	November 29, 2016	TXu 2-033-521
Magnificent Mountains	X	November 29, 2016	TXu 2-033-521
Magnifying Madness	X	November 29, 2016	TXu 2-033-521
Make a Machine	X	November 29, 2016	TXu 2-033-521
Matter Really Matters	X	November 29, 2016	TXu 2-033-521
Me & My Magnet	X	November 29, 2016	TXu 2-033-521
Mixed-Up Molecules	X	November 29, 2016	TXu 2-033-521
Molecule Races	X	November 29, 2016	TXu 2-033-521
Moovin' & Groovin'	X	November 29, 2016	TXu 2-033-521
Motions of Potions	X	November 29, 2016	TXu 2-033-521
My Friend Ben	X	November 29, 2016	TXu 2-033-521
My Planet, My Home	X	November 29, 2016	TXu 2-033-521
No Bones About It	X	November 29, 2016	TXu 2-033-521
Nutty Nutrients	X	November 29, 2016	TXu 2-033-521
Olfactory Fun Factory	X	November 29, 2016	TXu 2-033-521
Out of Sight Light	X	November 29, 2016	TXu 2-033-521
Planet Protectors	X	November 29, 2016	TXu 2-033-521
Rainbow Relays	X	November 29, 2016	TXu 2-033-521
Reaction Reaction	X	November 29, 2016	TXu 2-033-521
Reason for the Season	X	November 29, 2016	TXu 2-033-521

Scientifically Science	X	November 29, 2016	TXu 2-033-521
Sense-ational Science	X	November 29, 2016	TXu 2-033-521
Shoot for the Stars	X	November 29, 2016	TXu 2-033-521
Smarty Plants	X	November 29, 2016	TXu 2-033-521
Soak It to Me	X	November 29, 2016	TXu 2-033-521
Somethin' Fishy	X	November 29, 2016	TXu 2-033-521
Spooky Spiders	X	November 29, 2016	TXu 2-033-521
SSSnake SSScience	X	November 29, 2016	TXu 2-033-521
Starch March	X	November 29, 2016	TXu 2-033-521
Surface Circus	X	November 29, 2016	TXu 2-033-521
Terrific Trees	X	November 29, 2016	TXu 2-033-521
The Unique Me	X	November 29, 2016	TXu 2-033-521
The Water Journey	X	November 29, 2016	TXu 2-033-521
Up Up & Away	X	November 29, 2016	TXu 2-033-521
Wet & Wild Water	X	November 29, 2016	TXu 2-033-521
Where in the World is You Home	X	November 29, 2016	TXu 2-033-521
Who has Seen the Wind	X	November 29, 2016	TXu 2-033-521
Winds of Change	X	November 29, 2016	TXu 2-033-521
AFTERSCHOOL & SUMMER CAMP PROGRAMS			
Air With Flair	X	November 28, 2016	TXu 2-033-287
Bubble Blast	X	November 28, 2016	TXu 2-033-287
Bubbly-ology	X	November 28, 2016	TXu 2-033-287
Bugs, Bugs, Bugs	X	November 28, 2016	TXu 2-033-287
Cool Coastal Science	X	November 28, 2016	TXu 2-033-287
Cool Molecule	X	November 28, 2016	TXu 2-033-287
Crazy About Chemistry	X	November 28, 2016	TXu 2-033-287
Crazy Chemical Concoctions	X	November 28, 2016	TXu 2-033-287
Cycle Babble	X	November 28, 2016	TXu 2-033-287
Dinosaur Daze	X	November 28, 2016	TXu 2-033-287
Disaster! Disaster!	X	November 28, 2016	TXu 2-033-287
Drip Srop	X	November 28, 2016	TXu 2-033-287
Edible Cells	X	November 28, 2016	TXu 2-033-287
Edible Science	X	November 28, 2016	TXu 2-033-287
Edison's Workshop	X	November 28, 2016	TXu 2-033-287
Flight Command	X	November 28, 2016	TXu 2-033-287
Flying High	X	November 28, 2016	TXu 2-033-287
Follow That Planet	X	November 28, 2016	TXu 2-033-287
Gas Blast	X	November 28, 2016	TXu 2-033-287
Get Wired	X	November 28, 2016	TXu 2-033-287
Globs & Goo	X	November 28, 2016	TXu 2-033-287

Go With the Flow	X	November 28, 2016	TXu 2-033-287
Going in Circles	X	November 28, 2016	TXu 2-033-287
Gold Rush	X	November 28, 2016	TXu 2-033-287
Hot Stuff	X	November 28, 2016	TXu 2-033-287
Kitchen Chemistry	X	November 28, 2016	TXu 2-033-287
Lab 101	X	November 28, 2016	TXu 2-033-287
Light Fever	X	November 28, 2016	TXu 2-033-287
Meterorology Madness	X	November 28, 2016	TXu 2-033-287
Mighty Molecules	X	November 28, 2016	TXu 2-033-287
Misson Control	X	November 28, 2016	TXu 2-033-287
Mystery Science	X	November 28, 2016	TXu 2-033-287
Nutty Newton	X	November 28, 2016	TXu 2-033-287
On One Condition	X	November 28, 2016	TXu 2-033-287
Polymer Parade	X	November 28, 2016	TXu 2-033-287
Primarily Plants	X	November 28, 2016	TXu 2-033-287
Rock & Roll	X	November 28, 2016	TXu 2-033-287
Salty Science	X	November 28, 2016	TXu 2-033-287
Science Circus	X	November 28, 2016	TXu 2-033-287
Shake, Rattle, Roll	X	November 28, 2016	TXu 2-033-287
Soak It Up	X	November 28, 2016	TXu 2-033-287
Sounds Fun	X	November 28, 2016	TXu 2-033-287
Space…the Final Frontier	X	November 28, 2016	TXu 2-033-287
Spills & Chills	X	November 28, 2016	TXu 2-033-287
Sticks & Stones	X	November 28, 2016	TXu 2-033-287
Take a Chill Pill	X	November 28, 2016	TXu 2-033-287
The Beaks Have It	X	November 28, 2016	TXu 2-033-287
Tootin' for Newton	X	November 28, 2016	TXu 2-033-287
Totally Tasty Science	X	November 28, 2016	TXu 2-033-287
Volcanoes	X	November 28, 2016	TXu 2-033-287
Wacky Water Workshop	X	November 28, 2016	TXu 2-033-287
Water Works	X	November 28, 2016	TXu 2-033-287
Weather or Not	X	November 28, 2016	TXu 2-033-287
Weather Wizards	X	November 28, 2016	TXu 2-033-287
Yummy, Yummy, Yummy	X	November 28, 2016	TXu 2-033-287
Zoom to the Moon	X	November 28, 2016	TXu 2-033-287
MIDDLE SCHOOL PROGRAMS			
Climate Commandos	X	November 17, 2017	TXu 2-076-441
DNA Detectives	X	November 17, 2017	TXu 2-076-441
STAND-ALONE PROGRAMS			
3D & Me (3D Printing Pen)	X	November 17, 2017	TXu 2-076-441

3D View	X	November 17, 2017	TXu 2-076-441
Bug Bot	X	November 17, 2017	TXu 2-076-441
Can't Stop the Bot	X	November 17, 2017	TXu 2-076-441
Holo-rific	X	November 17, 2017	TXu 2-076-441
Hover Disc	X	November 17, 2017	TXu 2-076-441
Bot Coding (Ozobot)	X	November 17, 2017	TXu 2-076-441
Robotic Hand	X	November 17, 2017	TXu 2-076-441
Stealth & Tumble Glider	X	November 17, 2017	TXu 2-076-441

We intend to renew each copyright with the Library of Congress.

Under the Franchise Agreement, you must acknowledge and agree (1) that we may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), (2) that the Copyrighted Works are our, or our related parties', valuable property, and (3) that your rights to use the Copyrighted Works are granted to you solely on the condition that you comply with the terms described below. We own or are the licensee of the owner of the Copyrighted Works and will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Franchises, including all categories of works eligible for protection under the United States copyright law, all of which are deemed to be Copyrighted Works under the Franchise Agreement. The Copyrighted Works include our educational programs, the Operations Manual, advertisements, promotional materials, posters and signs and may include all or part of the Proprietary Marks and other portions of the System. We intend that all works of authorship related to the System which are created in the future will be owned by us or our related parties.

Your right to use the Copyrighted Works is limited to the use of the Copyrighted Works pursuant to and in compliance with the Franchise Agreement and all applicable standards, specifications and operating procedures prescribed by us periodically during the term of the Franchise Agreement, and is derived solely from the Franchise Agreement. You must make sure that all Copyrighted Works bear an appropriate copyright notice under the Universal Copyright Convention or other copyright laws prescribed by us specifying that we or a related party of ours is the owner of the copyright. Any unauthorized use, adaptation, publication, reproduction, preparation or derivative works, distribution of copies (whether by sale or other transfer of ownership, or by rental, lease or lending), public performance of the works or attempts to recreate all or a portion of the Copyrighted Works will constitute a breach of the Franchise Agreement and does not confer any interest in the Copyrighted Works upon you, other than the right to operate the Franchise in compliance with the Franchise Agreement. If we authorize you to prepare an adaptation, translation or work derived from the Copyrighted Works, or if you prepare any Copyrighted Works such as advertisements, posters or promotional material, you must agree that the adaptation, translation, derivative work or Copyrighted Work will be our property and you must assign all your right, title and interest in the materials to us. You must sign any documents, in recordable form, which we determine are necessary to reflect our ownership. You must submit all adaptations, translations, derivative works and Copyrighted Works to us for our prior written approval before you may use them.

You must immediately notify us of any actual or apparent infringement of or challenge to any of the Copyrighted Works, or claim by any person of any rights in the Copyrighted Works. You may not communicate with any person other than us and our counsel in connection with any infringement, challenge or claim. We will have the sole discretion to take any action we deem appropriate in connection with the foregoing, and the right to control exclusively any settlement, litigation, arbitration or administrative proceeding arising out of any alleged infringement, challenge or claim or otherwise relating to the Copyrighted Works. You must sign any and all instruments and documents, render assistance, and do any acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our

interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Copyrighted Works. We will reimburse you for the reasonable out-of-pocket expenses incurred and paid by you in complying with these requirements.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue use of any of the Copyrighted Works and/or for you to use one or more additional or substitute copyrighted or copyrightable items, you must immediately comply with our directions to modify or otherwise discontinue the use of the copyrighted materials and/or to use any substitute materials specified by us. Neither we nor our related parties will have any obligation to reimburse you for any expenditures made by you to modify or discontinue the use of any Copyrighted Work or to adopt additional or substitute copyrighted or copyrightable items.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the Copyrighted Works. There are no agreements in effect which significantly limit our right to use or license the Copyrighted Works. Finally, there are no infringing uses actually known to us which could materially affect your use of the Copyrighted Works in any state. We are not required by any agreement to protect or defend copyrights.

We have developed proprietary confidential information comprising methods, techniques, procedures, information, systems and knowledge of and experience in the design and operation of the Franchises, including training manuals, materials and curricula, classroom materials, policy manuals, operations manuals, business forms, sales promotion aids, accounting procedures, marketing reports, informational bulletins, product development information, suppliers, and discount inventory systems (the "Confidential Information"). We will disclose the Confidential Information to you in the initial training program, the Operations Manual and in guidance furnished to you during the term of the Franchise. You will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of the Franchise during the term of the Franchise.

The Confidential Information is proprietary and, except to the extent that it is or becomes generally known in the relevant industry or trade, the Confidential Information is our trade secret and will be disclosed to you solely for your use in the operation of the Franchise during the term of the Franchise and on the condition that you agree that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the confidentiality of the Confidential Information during and after the term of the Franchise; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; and (4) will adopt and implement all reasonable procedures prescribed periodically to prevent unauthorized use or disclosure of any of the Confidential Information, including restrictions on disclosure of the Confidential Information to employees of the Franchise and the use of nondisclosure clauses in employment agreements with such employees.

ITEM 15
OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchise Agreement

Unless otherwise agreed to in writing by us, either you or your designated manager must devote full time to the management and operation of the Franchised Business. The Franchised Business is not a "passive" investment but requires your day-to-day supervision. In addition, the Franchise Agreement does provide that your High Touch-High Tech Franchise can only be operated directly by a general manager who has successfully completed the Training Program conducted by us as well as any other training programs that we may reasonably require. You must inform us in writing about your general manager's character and financial and business background. Your general manager is not required to have any equity

interest in the Franchised Business. If your general manager should leave, you must hire another general manager and send him/her to the Training Program within 30 days at your cost and expense.

The Franchise Agreement requires all principals of a Franchise owning any interest of any kind or nature equaling 10% or more equity interest in the Franchisee, the High Touch-High Tech Franchise or an affiliated company which controls the Franchisee to sign the Guaranty attached to the Franchise Agreement. The Guaranty requires the principal to assure us that all of your monetary and other obligations under the Franchise Agreement will be fulfilled. Franchisee's spouse is not required to sign a guaranty of performance.

The Franchise Agreement provides that to the extent permitted by law, you must have all your employees and independent contractors sign Confidentiality and Non-compete Agreements prohibiting them, during their employment or contractual relationship with you and afterwards for two years, from competing against us or any High Touch-High Tech Franchise in the sale or marketing of training and/or support services for scientific education, either at or within a 25 mile radius of your High Touch-High Tech Franchise or any additional High Touch-High Tech Franchise for which they perform services. Under the Confidentiality and Non-compete Agreements, your employees and independent contractors also agree not to disclose our Confidential Information.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Each component of the System is vital to us, to other franchisees of the System and to the operation of the Franchised Business. Therefore, you are required to operate your High Touch-High Tech Franchise in compliance with the System.

You must operate the Franchised Business in an efficient and professional manner following the highest ethical and moral standards. You must comply with all standards of quality and service prescribed by us.

Due to changes in competitive circumstances, we may change periodically the System in order to better serve the interests of our franchisees and the System. We may change the components of the System, including revising the programs, services, policies and procedures of the System and modifying products, materials, and programs which you are authorized to offer. You agree to abide by these modifications. However, these changes will not increase your obligations under the Franchise Agreement. It is understood that we are not obligated to replace, modify or supply equipment to you.

You must comply with the policies and procedures for the selection of employees and independent contractors as set forth in the Manual, including the requirement that your educators have advanced teaching degrees and teaching certificates and pass a strict background check.

Franchisee is obligated to sell only all the goods and services approved and authorized by Franchisor. We may periodically change the approved and authorized goods and services, and there are not limits on our right to do so. If Franchisee desires to purchase, license or market any products or services that have not been previously approved by Franchisor, Franchisee shall submit to Franchisor a written request for such approval (see Franchise Agreement 5.11).

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	Article in Franchise Agreement	Summary
a. Length of the franchise term	Article II	10 years
b. Renewal or extension of the term	Article II	Additional 10 year terms
c. Requirements for franchisee to renew or extend	Article II	Place us on notice, comply with conditions, sign new Agreement, pay renewal fee You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of your territory (if one is granted to you) will remain the same, and the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing franchisees
d. Termination by franchisee	Not Applicable	
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	Article XIII	We can terminate only if you default
g. "Cause" defined – curable defaults	Article XIII	Includes failure to pay fees; obtain approvals; comply with standards; use of unapproved services
h. "Cause" defined – non-curable defaults	Article XIII	Non-curable defaults include: abandonment, conviction of a felony; violation of law; failure to maintain minimum performance standards; failure to complete training; violation of confidentiality, non-competition provisions; impermissible transfers

i. Franchisee's obligations on termination/non-renewal	Article XIV	Includes stop using Proprietary Marks and System; complying with post-term covenants not to compete; pay any amounts owed to us
j. Assignment of contract by franchisor	Article XII	There are no restrictions
k. "Transfer" by franchisee – defined	Article XII	Includes transfer of Franchise Agreement with our consent
l. Franchisor approval of transfer by franchisee	Article XII	Our prior written consent is required for all transfers
m. Conditions for franchisor approval of transfer	Article XII	Buyer qualifies; obligations satisfied; buyer completes training program; releases are signed (subject to applicable state law); transfer fee is paid; new Franchise Agreement is signed
n. Franchisor's right of first refusal to acquire franchisee's business	Article XII	We can match any offer to purchase
o. Franchisor's option to purchase franchisee's business	Article XII	Upon termination or expiration of the Franchise Agreement, we may purchase franchise at book value
p. Death or disability of franchisee	Article XII	Your estate or personal representative must transfer your interest in the Franchise to a third party we have approved within six months after death or the onset of disability.
q. Non-competition covenants during the term of the franchise	Article XV	No involvement in a competing business
r. Non-competition covenants after the franchise is terminated or expires	Article XV	No involvement in a competing business for two years within 25 miles of any High Touch-High Tech franchise
s. Modification of the agreement	Article XXIII	Only upon mutual agreement
t. Integration/merger clause	Article XXIII	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.

u. Dispute resolution by arbitration or mediation	Article XXVI	Binding arbitration in Arden, North Carolina, or where our headquarters are located (subject to applicable state law).
v. Choice of forum	Article XXVI	Arden, North Carolina, or where our headquarters are located (subject to applicable state law).
w. Choice of law	Article XXV	North Carolina law (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchise at this time.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Daniel Shaw, 15 Walden Drive, Suite 102, Arden, North Carolina 28704 and 828.684.3192, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2019 to 2021

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019	28	28	0
	2020	28	27	-1
	2021	27	26	-1
Company-	2019	4	4	0

Owned*	2020	4	4	0
	2021	4	4	0
Total Outlets	**2019**	**32**	**32**	**0**
	2020	**32**	**33**	**-1**
	2021	**33**	**32**	**-1**

* The Company-Owned outlets reflected in the above chart include outlets that are owned and operated by our Affiliate, as described in Item 1.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2019 to 2021

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2019	0
	2020	1
	2021	0
Massachusetts	2019	0
	2020	0
	2021	1
Michigan	2019	0
	2020	0
	2021	0
Illinois	2019	0
	2020	0
	2021	0
Doha, Qatar	2019	0
	2020	0
	2021	0
Seoul, South Korea	2019	0
	2020	0
	2021	0
Total	**2019**	**0**
	2020	**1**
	2021	**1**

Table 3
Status of Franchised Outlets
For years 2019 to 2021

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
CA	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
CO	2019	1	0	0	0	0	0	1
	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
CT	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
FL	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
GA	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
IL	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
MA	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
ME	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
MI	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
MN	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
NJ	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
SC	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
TX	2019	2	0	1	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
US Subtotal	**2019**	**18**	**0**	**1**	**0**	**0**	**0**	**17**
	2020	**17**	**0**	**1**	**0**	**0**	**0**	**16**
	2021	**16**	**0**	**1**	**0**	**0**	**0**	**15**
Canada	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
China	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Morocco	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Nigeria	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Singapore	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Qatar	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	2021	1	0	0	0	0	0	1
South Korea	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Turkey	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
UAE	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Vietnam	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
International Subtotal	**2019**	**10**	**1**	**0**	**0**	**0**	**0**	**11**
	2020	**11**	**0**	**0**	**0**	**0**	**0**	**11**
	2021	**11**	**0**	**0**	**0**	**0**	**0**	**11**
Total	**2019**	**28**	**2**	**1**	**0**	**0**	**0**	**28**
	2020	**28**	**0**	**1**	**0**	**0**	**0**	**27**
	2021	**27**	**0**	**1**	**0**	**0**	**0**	**26**

Table 4
Status of Company-Owned Outlets
For years 2019 to 2021

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
NC	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
SC	2019	1	0	0	0	0	1

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Total	**2019**	**4**	**0**	**0**	**0**	**0**	**4**
	2020	**4**	**0**	**0**	**0**	**0**	**4**
	2021	**4**	**0**	**0**	**0**	**0**	**4**

The outlets reflected in the above chart include outlets that are owned and operated by our affiliate.

Table 5
Projected Openings as of December 31, 2021

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Egypt	0	1	0
Totals	**0**	**1**	**0**

A list of the names of all franchisees and the addresses and telephones numbers of their Franchises will be provided in Exhibit E to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a Franchise terminated, cancelled, 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 issuance date of this disclosure document will be listed on Exhibit F to this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the High Touch-High Tech System.

There are no trademark-specific organizations formed by our franchisees that are associated with the High Touch-High Tech System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are our audited financial statements for the years ending December 31, 2021, December 31, 2020, and December 31, 2019, as well as our unaudited financials for the period of January 1, 2022 through September 30, 2022.

Our fiscal year end is December 31.

ITEM 22
CONTRACTS

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

State Specific Addenda – Exhibit B
Franchise Agreement - Exhibit C
Sample Copy of General Release – Exhibit H

ITEM 23
RECEIPTS

Attached are two copies of an acknowledgment of receipt by you, acknowledging receipt of this Disclosure Document by you, together with accompanying documents. Please sign and date both, keeping one for your files and returning the other receipt to us.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS/STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA
California Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 Toll Free (866) 275-2677

2101 Arena Boulevard
Sacramento, CA 95834
(916) 445-7205

One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972-8559

CONNECTICUT

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

Agent: Banking Commissioner

HAWAII
(state administrator)

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

(agent for service of process)

Commissioner of Securities
State of Hawaii
335 Merchant Street
Honolulu, Hawaii 96813
(808) 586-2722

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

INDIANA
(state administrator)

Indiana Secretary of State
Securities Division, E-111
302 Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(agent for service of process)
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

(317) 232-6531

MARYLAND
(state administrator)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(for service of process)
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2021

(410) 576-6360

MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (state administrator) NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222 (for service of process) New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	**NORTH DAKOTA** (state administrator) North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712 (for service of process) Securities Commissioner North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712
OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582

SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor

EXHIBIT B TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF HIGH TOUCH INVESTMENT CORP.

The following are additional disclosures for the Franchise Disclosure Document of High Touch Investment Corp. required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

CALIFORNIA

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

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

3. OUR WEBSITE, www.ScienceMadeFun.net HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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

Neither we, our parent, predecessor or affiliates nor any person in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

5. The following sentence is added to the end of Item 6:

The highest commercial contract rate of interest permissible in California is 10%.

6. The following paragraphs are added at the end of Item 17:

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

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

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur where our headquarters is located. These provisions may not be enforceable under California Law. 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.

The Franchise Agreement requires application of the laws of North Carolina. These provisions may not be enforceable under California Law.

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

ILLINOIS

1. **Illinois law** governs the franchise agreements.

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. Franchisees rights upon termination and non-renewal 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. The following is added to Item 5 of the Franchise Disclosure Document:

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

MARYLAND

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 5:

Payment of the Initial Franchise Fee will be deferred until Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. The Maryland Office of the Attorney General imposed this deferral requirement due to franchisor's financial condition.

The following is added to Item 17:

Pursuant to COMAR 02.02.08.016L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

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

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

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

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

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

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

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

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

- Item 5 and Item 7 of the FDD and the Franchise Agreement are amended to state that the Franchisor shall defer collection of the Initial Franchise Fee until it has performed its pre-opening obligations and the franchisee is open for business.

THIS FRANCHISE HAS BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF

CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK

This Addendum to the disclosure document modifies and supersedes the disclosure document with respect to franchises offered or sold to either a resident of the State of New York or a non-resident who will be operating a franchise in the state of New York as follows:

(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 A OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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 WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

(2) The following Risk Factor is added to the "Special Risks to Consider About *This* Franchise" page:

THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

(3) 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:

A. 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.

B. 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.

C. 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.

(4) The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

(5) The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

(6) 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.

(7) 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.

(8) The following language is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

(9) The following is added to the end of the "Summary" section 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.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for High Touch Investment Corp. for use in the Commonwealth of Virginia shall be amended as follows:

(1) Additional Disclosure. The following statements are added to **Item 17.h.**:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

The provisions of this Addendum only apply if the jurisdictional requirements of Virginia law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of such laws.

The Virginia state Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

- The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:
  - California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning transfer, nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to Franchisee concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.
  - If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
  - If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
  - If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
  - If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
  - If the Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.
- As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, the Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.
- To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

HIGH TOUCH INVESTMENT CORP:	FRANCHISEE:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made and entered into by and between High Touch Investment Corp., a Florida corporation, with its principal business address at 15 Walden Drive, Suite 102, Arden, North Carolina 28704 ("**we**"), and _____, whose principal business address is _____, ("**you**", "**your**").

1. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the High Touch -High Tech franchised business that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.

2. **Illinois law** governs the franchise agreements.

3. 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.

4. Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. 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.

6. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

HIGH TOUCH INVESTMENT CORP:	FRANCHISEE:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

- **General Release**. Pursuant to COMAR 02.02.08.016L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

- **Initial Franchise Fee**. Payment of the Initial Franchise Fee will be deferred until Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. The Maryland Office of the Attorney General imposed this deferral requirement due to franchisor's financial condition.

- **Bankruptcy**. The Franchise Agreement provides for termination upon bankruptcy of the Franchisee. This provision may not be enforceable under federal bankruptcy law.

- **Jurisdiction**. Franchisee has the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

- **Statute of Limitations**. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

HIGH TOUCH INVESTMENT CORP:	FRANCHISEE:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

- Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80Cor (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases)
  - that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and
  - that consent to the transfer of the franchise will not be unreasonably withheld.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

HIGH TOUCH INVESTMENT CORP:	FRANCHISEE:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN NEW YORK

THIS RIDER is made and entered into by and between High Touch Investment Corp., a Florida corporation, with its principal business address at 15 Walden Drive, Suite 102, Arden, NC 28704 ("**we**"), and _____, whose principal business address is _____, ("**you**", "**your**").

1. We and you are parties to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in New York and the High Touch Investment Corp franchise that you will operate under the Franchise Agreement will be located in New York, and/or (b) you are domiciled in New York.

2. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

    a. If the Agreement requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the New York General Business Law, or any regulation, rule or order under the New York General Business Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgment shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

    b. If the Agreement requires that it be governed by a state's law other than the laws of the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, we reserve the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

5. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

HIGH TOUCH INVESTMENT CORP:	FRANCHISEE:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

THIS RIDER is made and entered into by and between High Touch Investment Corp., a Florida corporation, with its principal business address at 15 Walden Drive, Suite 102, Arden, NC 28704 ("**we**"), and _____, whose principal business address is _____, ("**you**", "**your**").

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

HIGH TOUCH INVESTMENT CORP:	FRANCHISEE:
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

HIGH TOUCH INVESTMENT CORP.

FRANCHISE AGREEMENT

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B Franchisee Disclosure Acknowledgment Statement
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E Electronic Funds Transfer Form
F Promissory Note With Personal Guaranty

HIGH TOUCH INVESTMENT CORP.

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of_____, 20_____, between HIGH TOUCH INVESTMENT CORP., a Florida corporation, having its principal mailing address at PO Box 8495, Asheville, North Carolina 28814 (the "Franchisor") and _____ whose principal address is_____, an individual/partnership/ corporation formed or incorporated in the State of_____(the "Franchisee").

W I T N E S S E T H:

WHEREAS, the Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a system (hereinafter "System") for the operation of an outreach program under the name "High Touch-High Tech" which offers science educational programs to bring hands-on, participatory science experiences to classrooms and homes, as well as providing after school programs, holiday mini camp programs, summer programs, preschool programs and birthday parties ("Franchised Business"). The System includes, but is not limited to, uniform formats, designs, systems, methods, specifications, standards and procedures, all of which may be changed, updated, improved and further developed by the Franchisor from time to time; and

WHEREAS, the Franchisor identifies the System and the business conducted in accordance with the System under certain trademarks, service marks, logos, emblems, and indicia of origin (hereinafter "Proprietary Marks"), including, but not limited to, the name and mark "High Touch-High Tech" and other such trade names, service marks, and trademarks as may be designated now or hereafter by the Franchisor (in the Confidential Operations Manual or otherwise in writing) for use in connection with the System, which Proprietary Marks are licensed to it by its Affiliate, High Touch-High Tech, Inc.; and

WHEREAS, the Franchisee desires to enter into the business of owning and operating a "High Touch-High Tech" Franchised Business in accordance with the System and wishes to obtain a franchise from the Franchisor for that purpose, as well as to receive the training and other assistance provided by the Franchisor in connection therewith; and

WHEREAS, the Franchisee understands and acknowledges the importance of the Franchisor's high standards of quality and service and the necessity of operating the Franchised Business hereunder in conformity with the Franchisor's standards and specifications; and

WHEREAS, the Franchisee recognizes the benefits to be derived from being identified with and being a franchisee of the Franchisor and being able to utilize the System and the Proprietary Marks which Franchisor makes available to its franchisees; and

WHEREAS, the Franchisee desires to obtain a franchise to use the System and the Proprietary Marks at the location described in Attachment "A" hereto, pursuant to the provisions hereof, and Franchisee has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Franchise Agreement by counsel of its own choosing and represents and warrants that it has the business experience and financial ability to operate a "High Touch-High Tech" Franchised Business; and

WHEREAS, the Franchisee acknowledges that Franchisee has read this Agreement and Franchisor's Disclosure Document and that Franchisee understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain uniform high standards of quality at all Franchised Businesses and to protect the goodwill of the Proprietary Marks; and

WHEREAS, the Franchisor expressly disclaims the making of any warranty or guarantee, expressed or implied, oral or written, regarding the potential revenues, profits or success of the business venture contemplated by this Agreement. Franchisee acknowledges that Franchisee has not received or relied upon any such warranty or guarantee; and

WHEREAS, the Franchisee acknowledges that he/she has no knowledge of any representations by Franchisor, its officers, directors, shareholders or representatives about the franchise offered hereunder, about Franchisor or its franchising programs and policies that are contrary to the Statements in Franchisor's Disclosure Document or to the terms of this Agreement; and

WHEREAS, the Franchisee acknowledges that this Agreement places detailed and substantial obligations on Franchisee including strict adherence to Franchisor's reasonable present and future requirements regarding Franchised Businesses, equipment, suppliers, operating procedures, management protocols and procedures, merchandising strategies, sales promotion programs and related matters. Franchisee acknowledges that future improvements, changes and developments in the System may require additional expense to be undertaken by Franchisee.

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH ASSISTANCE OF LEGAL COUNSEL.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

ARTICLE I
GRANT OF FRANCHISE

1.1 Grant

Franchisor grants to Franchisee, and Franchisee accepts, a non-exclusive license to operate a High Touch-High Tech Franchised Business within the Designated Territory defined below in Section 1.2. Franchisee agrees as a condition to this grant of a license to comply with the obligations which Franchisee accepts by signing this Agreement.

1.2 Designated Territory

As long as Franchisee is in compliance with the terms of this Agreement, Franchisor will not license another franchisee in the designated territory. (the "Designated Territory"). This Designated Territory will be set forth as zip codes or by town, city, or municipalities in Attachment "A" to this Agreement.

1.3 Limited License

Franchisee hereby acknowledges that this license is a limited grant of rights. Upon termination for any reason or upon expiration of this Agreement, Franchisee's rights to operate the Franchised Business will cease and this license will terminate.

1.4 Reservation of Franchisor's Rights

Franchisee acknowledges and agrees that the license specified in this Article I grants Franchisee, unless otherwise agreed to by Franchisor, the right to operate only one (1) Franchised Business in the Designated Territory and that Franchisor may itself operate or license to others the right to operate

businesses utilizing the High Touch-High Tech System and the Proprietary Marks as set forth herein. Franchisor retains an exclusive right to:

1.4.1 operate and/or grant franchises for the operation of Franchised Businesses outside the Territory;

1.4.2 sell, license and lease products and/or services which are the same as or similar to those associated with the business activities conducted at High Touch-High Tech Franchised Businesses in any geographical area other than the Designated Territory, either through its own auspices, or those of an agent or franchisee; and

1.4.3 sell, license, and lease products and services offered, or authorized to be offered, at High Touch-High Tech Franchised Businesses under other trademarks or service marks, through any type of distribution channel, wherever it deems appropriate, whether within or outside the Designated Territory.

ARTICLE II
TERM AND RENEWAL

2.1 Initial Term

Except as otherwise stated, the term of this Agreement shall be for ten (10) years beginning on the date of execution of this Agreement.

2.2 Renewal Term

Franchisee shall have an option to renew the Franchised Business for additional ten (10) year periods, subject to the following conditions:

A. Franchisee must notify Franchisor at least six (6) months before this Agreement expires that he/she/it desires to sign the then-current form of Franchise Agreement for the renewal period;

B. Upon notice to Franchisor that Franchisee wishes to renew this Agreement, Franchisor will give Franchisee notice of all required modifications to the Franchised Business necessary to comply with the Franchisor's then-current standards. Franchisee agrees to adopt and implement any new methods and programs required by Franchisor's notice no later than three (3) months before the initial term of this Agreement expires;

C. Notwithstanding the fact that Franchisor extends the right of renewal, Franchisee shall not have the right to exercise this renewal option if Franchisee has not paid all monies which are then due and owing to Franchisor or its affiliates, or if Franchisee has uncured defaults. Franchisor may elect to revoke any of the renewal options if Franchisee has received two (2) or more default notices during any two (2) year period before Franchisee exercises this right to renew;

D. Franchisee shall sign Franchisor's then-current standard form franchise agreement no later than six (6) months before the expired date of this Agreement. The new form of agreement may contain terms and obligations that are different than what is contained in this Agreement;

E. Franchisee and, if Franchisee is a corporate entity, its shareholders, directors, officers, members and managers, as the case may be, agree to execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, its parents, its subsidiaries and affiliates, and their respective officers, directors, agents and employees; and

F. Pay to Franchisor a renewal fee of Three Thousand Five Hundred Dollars ($3,500).

2.3 Refusal to Renew Franchise Agreement

Franchisor can refuse to renew Franchisee's franchise if the lease, sublease or other document by which Franchisee has the right to occupy the premises (if applicable) is not extended before Franchisee's renewal term is to take effect to cover the period of the renewal or if Franchisee does not have a written commitment from its landlord to renew the lease or sublease for a period at least equal to the renewal term (if applicable). Franchisor may also refuse to renew Franchisee's franchise under other circumstances, including, but not limited to, Franchisee's failure to substantially comply with the terms of this Agreement, Franchisee's failure to pay amounts owed to Franchisor when due, or Franchisee's failure to cure any defaults incurred during the initial term of this Agreement, if applicable.

2.4 Renewal Under Law

Even though Franchisor declines the renewal of Franchisee's franchise, it is possible that Franchisor can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, Franchisee's renewal term will be subject to the conditions of the Franchise Agreement Franchisor is using for new franchisees at the time the renewal period begins. If Franchisor is not then offering new franchises, Franchisee's renewal period will be subject to the terms in the Franchise Agreement that Franchisor indicates. If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement.

2.5 Franchisee's Election Not to Renew

For the purposes hereof, Franchisee shall be deemed to have irrevocably elected not to renew the franchise hereunder (and the option to do so shall thereupon terminate) if Franchisee fails to execute and return to Franchisor its then-standard Franchise Agreement and other ancillary documents required by Franchisor for a renewal franchise within thirty (30) days after Franchisor has delivered them to Franchisee.

ARTICLE III
DUTIES OF FRANCHISOR

3.1 Pre-Opening Obligations

Franchisor will perform the following services before the opening of Franchisee's Franchised Business operations:

A. Franchisor shall designate a market area which shall serve as the Designated Territory;

B. Franchisor shall approve the site for Franchisee's Franchised Business, which is anticipated to be Franchisee's home. Franchisor's approval of a location for the Franchised Business is not a warranty or guarantee, express or implied, that the Franchised Business will be successful at that location. Franchisor's approval indicates only that the site meets Franchisor's minimum requirements;

C. Franchisor shall provide an initial training program for the operation of a High Touch-High Tech Franchised Business at a site or sites designated by Franchisor. The initial training program is offered to Franchisee and to one (1) additional person. Franchisee shall complete, to Franchisor's satisfaction, the initial training program. Franchisee shall be responsible for travel and

lodging expenses incurred by the trainees in attending Franchisor's training program and for all other personal expenses. Franchisor, at its sole discretion, shall make available such other mandatory ongoing training programs or seminars as Franchisor deems appropriate;

D. Franchisor shall loan to Franchisee a single copy of Franchisor's Confidential Operations Manual (the "Manual"), as amended from time to time, which include standards and specifications for procedures, equipment, software, supplies, management and day-to-day business operations;

E. Franchisor will specify, in its Manual or otherwise, and as set forth in Article IX hereof, standard bookkeeping procedures and reporting forms which Franchisee is required to use;

F. Franchisor will specify the particular computer hardware, computer peripheral equipment and scientific equipment which Franchisee must purchase or lease for the Franchised Business; and

G. Franchisor will provide Franchisee with the curriculum, lesson plans and educational programs for the in-school, after school, preschool, summer camp, and birthday party programs offered by Franchised Businesses.

3.2 Post-opening Obligations

The Franchisor will perform the following services after the opening of Franchisee's Franchised Business:

A. Franchisor shall provide Franchisee with updates, revisions and amendments to its Manual;

B. Franchisor shall provide such management and administrative advice and guidance in connection with the ongoing operation and promotion of the Franchised Business as Franchisor reasonably considers from time to time to be necessary;

C. Franchisor shall provide Franchisee with such technical advice and information as Franchisor believes will be beneficial to the Franchised Business;

D. Franchisor shall coordinate and conduct periodic training programs for its network of franchisees as it deems necessary, in its sole discretion;

E. Franchisor shall provide Franchisee with improvements in and developments to Franchisor's know-how, methods and procedures as Franchisor reasonably considers from time to time to be necessary;

F. Franchisor shall offer and sell to Franchisee certain materials (including letterheads, business cards, brochures, labels, etc.), forms and promotional materials bearing the Proprietary Marks and Franchisor reserves the right to earn a profit on the sale of such items;

G. Franchisor shall provide Franchisee with a list of approved suppliers from whom Franchisee may purchase products and supplies that conform to the System;

H. Franchisor may formulate and conduct a national advertising program as set forth in Article X hereof, to which Franchisee shall contribute as set forth in Section 4.4 hereof; and

I. Franchisor shall make itself available for consultation to discuss any problems in the operation of Franchisee's Franchised Business. Franchisor may also, at its discretion, hold conferences to discuss matters such as sales techniques, instructional methods, new products or services, training of personnel, performance standards, advertising, distribution methods and curriculum recommendations.

These obligations of Franchisor extend to Franchisee only as a franchisee. No other party is entitled to rely on, enforce or obtain relief for breach of these obligations either directly or by subrogation.

ARTICLE IV
FEES

In consideration of the right and license to operate the Franchised Business, Franchisee shall agree to pay to Franchisor the following fees, all in U.S. dollars:

4.1 Initial Franchise Fee

Franchisee shall pay an initial franchise fee to Franchisor of Fifty-Two Thousand Five Hundred Dollars ($52,500) upon execution of this Agreement. The initial franchise fee is deemed fully earned by Franchisor upon payment and is non-refundable, except that if Franchisee fails to complete the initial training program to Franchisor's satisfaction, Franchisor may terminate this Agreement and refund to Franchisee Forty-Seven Thousand Five Hundred Dollars ($47,500) of the initial franchise fee paid. The remaining Five Thousand Dollars ($5,000) is retained by Franchisor to compensate Franchisor for its time and expenditures.

If Franchisee meets Franchisor's criteria, Franchisor may offer to finance up to forty percent (40%) of the initial franchise fee payable hereunder. If Franchisor does so, Franchisee shall execute Franchisor's form of Promissory Note with Personal Guaranty, attached hereto as Exhibit F.

4.2 Royalty Fee

Franchisee shall be required to pay a monthly fee to Franchisor which shall be equal to seven percent (7%) of all Gross Revenues, as defined herein ("Royalty Fee"). This fee shall be non-refundable. The Royalty Fee shall be paid on the first (1st) day of each month for the prior calendar month (or the next business day if such day is not a business day), and is payable via electronic funds transfer or such other method of payment as determined by Franchisor. The Royalty Fee shall be deemed late if it is received after the fifth (5th) day of any month.

4.3 National Advertising Fund Contribution

Under Article X, the Franchisor has the right to establish a National Advertising Fund. When established and upon notice from Franchisor, Franchisee shall be required to pay to the National Advertising Fund a continuing non-refundable monthly contribution ("Advertising Fee") that will be a percentage of Gross Revenues. When Franchisor provides notice to Franchisee that the National Advertising Fund has been established, said notice will advise Franchisee of the amount of the Advertising Fee. When instituted, the Advertising Fee will be payable at the same time and in the same manner as the Royalty Fee.

4.4 Payment of Royalty and National Advertising Fund Fees

All payments of recurring fees under Sections 4.2 and 4.3 shall be due on the first (1st) day of each month based on Gross Revenues generated in the previous calendar month. Any payment not actually received by Franchisor on or before the fifth (5th) day of each month will be deemed overdue. If any payment is overdue, Franchisee shall pay to Franchisor interest on such amount from the date it was originally due until paid at one and one-half (1ó%) per month or the maximum rate permitted by State law, whichever is less. The interest, which shall be calculated on a daily basis, shall be in addition to any other

remedies Franchisor may have. Franchisee acknowledges and agrees that Franchisor will require that the payment of all fees be made by electronic funds transfer, following the program established and amended from time to time by Franchisor. Franchisee shall deposit the fees into the account designated by Franchisor or by such other means which Franchisor may direct and shall sign Exhibit "E" annexed hereto.

4.5 Definition of Gross Revenues

The term "Gross Revenues" as used in this Agreement shall mean the aggregate gross amount of all revenues from whatever source derived (whether in the form of cash, credit, agreements to pay, or other consideration, including the actual value of any goods or services traded, bartered or otherwise received by Franchisee in exchange for any form of non-monetary consideration, and whether or not payment is received at the time of sale) which arise from or are derived by Franchisee or by any other person from business conducted or which originated in, on, from, or through the Franchised Business whether such business is conducted in compliance with or in violation of the terms of this Agreement. Gross Revenues shall not include (i) sales tax or other tax receipts, the collection of which is required by law, or (ii) revenues that prove to be uncollectible, provided that Franchisee shall take any and all reasonable measures to collect any such revenues, including the prosecution of litigation if reasonably necessary.

4.6 Order of Payments

All payments by Franchisee pursuant to this Article IV shall be applied in such order as Franchisor may designate from time to time. Franchisee agrees that it may not designate an order for application of any fees different from that designated by Franchisor and expressly acknowledges and agrees that Franchisor may accept fees paid pursuant to different instructions without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by Franchisor, which written agreement must be separated from the check or other document constituting payment.

ARTICLE V
DUTIES OF FRANCHISEE

Franchisee understands and acknowledges that compliance with the System and consistency with respect to every aspect of the operation of the Franchised Business is critical to Franchisee, to Franchisor and to the other High Touch-High Tech franchisees. This compliance fosters the development and maintenance of high and uniform operating standards, to increase the demand for the products and services provided by High Touch-High Tech franchisees, and to protect Franchisor's Proprietary Marks, System, trade secrets, reputation and goodwill.

5.1 Pre-Commencement Duties

Prior to commencement of the operation of the Franchised Business, Franchisee shall comply with, at its sole expense and to Franchisor's satisfaction, all of the following requirements:

A. Franchisee shall comply with Franchisor's specifications and guidelines for the operation of the Franchised Business. This includes using the equipment, fixtures and signage which meet the standards for function, performance and appearance; and

B. Franchisee shall obtain all federal, State and local business licenses, permits and certifications required for the lawful operation of the Franchised Business on an ongoing basis. Franchisee shall certify in writing to Franchisor that all such licenses, permits and certifications have been obtained before the commencement of operations.

5.2 Completion of Training

In keeping with the terms and conditions of this Agreement, Franchisee (or, if Franchisee is a corporate entity, an equity holders owning at least seventy five percent (75%) of the corporate entity) and one (1) other individual shall attend and successfully complete, to Franchisor's reasonable satisfaction, Franchisor's training program before the opening of the Franchised Business. If Franchisee fails to complete the initial training program to Franchisor's satisfaction, Franchisor may terminate this Agreement and provide a partial refund of the initial franchise fee, as described in Section 4.1.

5.2.1 Franchisee and any full time manager shall attend and successfully complete, to Franchisor's reasonable satisfaction, those additional continuing education and training programs which Franchisor may require from time to time. Franchisor shall provide and pay for instruction and training materials in connection with such additional training. Franchisee shall be responsible for all other expenses incurred in training, including the costs of meals, lodging, travel, and wages for Franchisee and its manager and any training fees due to Franchisor.

5.3 Operation of the Franchised Business

Franchisee shall use the location of the Franchised Business solely for the operation of the Franchised Business and shall refrain from using or permitting the use of the premises of the Franchised Business for any other business purpose or activity at any time without first obtaining the written consent of Franchisor. The Franchised Business shall be open and in normal operation for such minimum hours and days as Franchisor may from time to time designate in its Manual.

5.3.1 Franchisee shall, at all times, actively promote the products and services offered by its Franchised Business, and to use best efforts to cultivate, develop and expand the market for these products and services within the Designated Territory. Franchisee or, if Franchisee is a corporate entity, the equity holders holding at least a seventy-five percent (75%) interest in Franchisee, shall devote full time and best efforts to the management and operation of the Franchised Business.

5.4 Use of Materials

Franchisee shall use only business stationery, business cards, marketing materials, printed materials or forms which have been approved in advance by Franchisor. Except as may be otherwise specified herein, Franchisor shall not require any supplies or materials to be purchased, leased or licensed from Franchisor or any particular supplier; provided any and all supplies or material to be purchased, leased or licensed by Franchisee for use in connection with the Franchised Business and the franchise licensed hereunder, shall always meet those standards and requirements specified by Franchisor. With respect to certain curriculum or course manuals used with any and all outreach programs, unless otherwise agreed to by Franchisor, all such materials must be purchased by Franchisee from Franchisor. Franchisor agrees to sell such materials to Franchisee at a reasonable price consistent with industry pricing practices and standards. Franchisee acknowledges that certain High Touch-High Tech materials are copyrighted and may not be reproduced without the permission of Franchisor. Franchisee shall not employ any person to act as a representative of Franchisee in connection with local promotion of the Franchised Business in any public media without prior written approval of Franchisor.

5.5 Adherence to Uniform Standards

Franchisee shall make those additions, alterations, repairs and replacements as may be required for the purpose of maintaining high operational standards, including replacement of obsolete equipment, fixtures, materials or products and related equipment as Franchisor may reasonably direct. Franchisee shall conduct the Franchised Business in a manner which reflects favorably at all times on the System and the Proprietary Marks. Franchisee is prohibited from engaging in deceptive, misleading or unethical practices or conducts any other act which may have a negative impact on the reputation and goodwill of Franchisor or any other franchisee operating under the System. Pursuant to this ongoing responsibility, Franchisee shall:

A. Use, at all times, only such methods, standards and specifications contained in the Manual or otherwise provided to Franchisee by Franchisor, and to refrain from deviating therefrom without Franchisor's prior written consent.

B. Offer the outreach programs recommended by Franchisor from time to time and which follow the specifications and formulas of Franchisor.

C. Purchase and install, at Franchisee's sole cost and expense, all equipment and computer hardware as Franchisor may reasonably specify from time to time in the Manual or otherwise in writing and to refrain from installing or permitting to be installed on or about the Franchised Business without Franchisor's prior written consent any fixtures, furniture, furnishings, signs, cards, promotional literature, equipment or other items not previously specifically approved as meeting Franchisor's standards and conforming to Franchisor's specifications.

D. Maintain a competent, conscientious staff, including the hiring of instructors with advanced educational degrees and impeccable teaching credentials, and to take such steps as are necessary to ensure that Franchisee's employees keep professional appearance and comply with such standards as Franchisor may prescribe in the Manual and in operating memoranda from time to time.

E. Ensure that all third parties with whom Franchisee conducts business are properly insured, if insurance is required to be in place.

5.6 Sufficient Working Capital

Franchisee shall meet and maintain sufficient levels of working capital for use in connection with the management and operation of the Franchised Business as Franchisor may reasonably require.

5.7 Inspection

Franchisee shall permit Franchisor or its agents or representatives to enter the premises of the Franchised Business at any reasonable time for purposes of conducting inspections, taking photographs and interviewing employees and students. Franchisee shall cooperate fully with Franchisor's agents or representatives in such inspections by rendering such assistance as they may reasonably request. Following the inspection, Franchisee shall take whatever steps may be necessary to correct any deficiencies detected in order to maintain the high standards of quality control throughout the System. Franchisor reserves the right to interview students from time to time in order to determine whether Franchisee's Franchised Business is maintaining high standards of quality, integrity and student service. This may include ceasing the use of any methods, equipment, advertising materials, programs, supplies, products, services or other items that do not conform with Franchisor's then-current specifications, standards or requirements. In the event Franchisee fails or refuses to correct such deficiencies, Franchisor shall have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such corrections as may be required at Franchisee's sole expense, which expense Franchisee shall pay on demand.

5.8 Confidentiality of System

Franchisee acknowledges and agrees that Franchisor has developed and shall continue to develop new, and to improve existing, methods, services, programs, operational systems, management techniques and products for use in the operation of the Franchised Business which are all highly confidential and which are trade secrets of Franchisor. Because of the importance of quality control and uniformity of products and services and the significance of such proprietary methods in the System, it is to the mutual benefit of the parties that Franchisor closely controls the use and distribution of this proprietary information. Therefore, Franchisee agrees that, in the event such information and techniques become a part of the System,

Franchisee shall comply and strictly follow these techniques in the operation of the Franchised Business.

5.9 Signs and Display Materials

All signs, display materials and other materials shall be in full compliance with the specifications provided in, and in conformity with, the Manual. Said materials may be purchased and procured by Franchisee from Franchisor or suppliers designated or approved by Franchisor in accordance with Manual guidelines.

5.10 Telephone Number

At its sole expense, Franchisee shall obtain appropriate telephone directory listings in the form, size and content and in accordance with procedures prescribed by the Manual, in at least one (1) applicable telephone directory of general distribution covering the Franchised Business, or such other areas as Franchisor may direct, as promptly as possible after the Effective Date of this Agreement, and shall list telephone numbers for the Franchised Business. If Franchisee is engaged in businesses other than the Franchised Business, Franchisee must maintain different telephone numbers and may make no reference to the Franchised Business in any telephone directory listings of such other businesses. Upon termination of this Agreement for any reason, Franchisee shall change any listed telephone numbers relating to the Franchised Business, shall not provide a call forwarding or telephone number referral with respect to any such disconnected telephone number (except to a telephone number designated by Franchisor) and shall not indicate in any manner it was previously affiliated with Franchisor. Franchisee agrees to execute any applicable supersedure or other telephone transfer forms relating to telephone numbers for the Franchised Business. Also, Franchisee hereby irrevocably appoints and designates Franchisor as Franchisee's attorney-in-fact to change any listed telephone numbers relating to the Franchised Business and to discontinue telephone directory listings using the fictitious name or assumed name, in the event of termination of this Agreement. In order to facilitate same, Franchisee shall be required to execute Exhibit "D" annexed hereto.

5.11 Products and Services

Franchisee shall continuously offer to students and maintain for demonstration purposes at the Franchised Business all products and services as Franchisor may from time to time reasonably require, and only those which Franchisor may approve in its reasonable discretion, as meeting its uniform quality standards and specifications. If Franchisee desires to purchase, license or market any products or services that have not been previously approved by Franchisor, Franchisee shall submit to Franchisor a written request for such approval. Franchisee shall provide Franchisor, in such form as Franchisor from time to time may require, a listing of any products and services sold, licensed or made available to students by Franchisee in, on, from or through the Franchised Business which have not been purchased by or licensed or provided to Franchisee from or through Franchisor. Franchisee shall utilize such equipment and maintain an inventory of products only of such quality and in such amounts as may be reasonably required by Franchisor in the Manual.

5.12 Terms of Sale

Any and all products and goods sold, licensed or leased by and through Franchisor to Franchisee shall be sold, licensed or leased in accordance with the terms expressly set forth in writing by Franchisor or the manufacturer of such products and goods. EXCEPT AS EXCLUSIVELY SET FORTH IN WRITING AND SIGNED BY FRANCHISOR, FRANCHISOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH PRODUCTS AND GOODS, INCLUDING, BUT NOT RESTRICTED TO, THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRANCHISOR'S SOLE AND EXCLUSIVE LIABILITY FOR ANY WARRANTIES EXTENDED BY FRANCHISOR SHALL BE TO REPAIR OR REPLACE, AT FRANCHISOR'S OPTION, ANY OF THE PRODUCTS AND GOODS SOLD, LICENSED OR LEASED BY FRANCHISOR TO FRANCHISEE WHICH ARE NOT IN COMPLIANCE WITH SUCH WARRANTY, IF ANY. UNDER NO CIRCUMSTANCES SHALL

FRANCHISOR'S LIABILITY EXCEED THE DOLLAR AMUNT OF THE PURCHASE PRICE PAID BY FRANCHISEE FOR ANY PRODUCTS OR GOODS NOT IN COMPLIANCE WITH SUCH WARRANTY, IF ANY, WHICH MAY BE EXTENDED AS PROVIDED HEREIN. IN NO EVENT SHALL FRANCHISOR BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO, FRANCHISEE AND/OR ITS STUDENTS, FOR ANY TORT DAMAGES OR INDIRECT, SPECIAL, GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS AND LOSS OF GOODWILL, ARISING IN CONNECTION WITH THE USE OF (OR INABILITY TO USE) THE PRODUCTS AND/OR GOODS FOR ANY PURPOSE WHATSOEVER.

5.13 Operation of Franchised Business

Franchisee agrees that the Franchised Business shall only be operated directly by himself/herself or a general manager, employed by Franchisee in accordance with the terms of Article XV hereof. Franchisee shall notify Franchisor in writing at least thirty (30) days after employing a general manager, setting forth in reasonable detail all information deemed by Franchisor to be pertinent to the individual's financial, character and business background.

5.14 Meeting of Franchisees

Franchisee shall attend and participate in all national meetings of High Touch-High Tech System franchisees on the dates and at the locations designated by Franchisor. Franchisee also agrees to attend and participate in any and all other regional meetings of High Touch-High Tech System franchisees as designated by Franchisor from time to time. All expenses incurred by Franchisee in association with such national and/or regional meetings including, without limitation, the cost of travel, room, board and wages of the person(s) participating therein, shall be borne by Franchisee.

ARTICLE VI
PROPRIETARY MARKS

6.1 Grant of Trademark License

Franchisee acknowledges that Franchisor is the licensee of the owner of the Proprietary Marks, with the ability to sub-license such Proprietary Marks to its franchisees. Franchisor hereby grants the right and license to use and display the service mark "High Touch-High Tech" (plus design) and such other of the service marks now licensed or licensed in the future by Franchisor and designated for use in connection with the Franchised Business. Franchisor represents with respect to the Proprietary Marks that Franchisor shall take all steps which it deems reasonably necessary to preserve and protect its license with respect to such Proprietary Marks; and that Franchisor will use and license Franchisee and other franchisees to use the Proprietary Marks only in accordance with the System in order to protect the goodwill associated with the Proprietary Marks.

6.2 Limitation on Use

With respect to Franchisee's use of the Proprietary Marks under this license, Franchisee:

A. Shall only use the Proprietary Marks designated by Franchisor and only in the manner required or authorized and permitted by Franchisor.

B. Shall use the Proprietary Marks only in connection with the right and license to operate the Franchised Business granted by this Agreement.

C. Shall, during the term of this Agreement and any renewals, identify itself as a licensee and not the owner of the Proprietary Marks and shall make any necessary filings under State law to reflect such status. In addition, shall identify itself as a licensee of the Proprietary Marks on all invoices,

order forms, receipts, business stationery and contracts, as well as the display of a notice in such form and content and at such conspicuous locations at the premises of the Franchised Business as Franchisor may designate in writing.

D. Acknowledges that his/her/its right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement or in the Manual, and any unauthorized use will constitute an infringement of Franchisor's rights and be grounds for termination of this Agreement.

E. Shall not use the Proprietary Marks to incur or secure any obligation or indebtedness.

F. Shall not use the Proprietary Marks as part of any corporate or any other legal name.

G. Shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

H. Shall not, directly or indirectly, in any way dispute or impugn the validity or the ownership of the Proprietary Marks.

6.3 Goodwill

Any and all goodwill arising from Franchisee's use of the Proprietary Marks in accordance with the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement, there will be no monetary valuation for the goodwill associated with Franchisee's use of the System or the Proprietary Marks.

6.4 Non-Exclusive License

The license and rights to use the Proprietary Marks granted are non-exclusive and Franchisor may: (a) itself use, and grant franchises and licenses to others to use, the Proprietary Marks and the System outside of the Designated Territory; and (b) modify or change, in whole or in part, any aspect of the Proprietary Marks or the System so long as Franchisee's rights are in no way materially harmed.

6.5 Change of the Proprietary Marks

Franchisor may add to, change, substitute or modify any or all of the Proprietary Marks from time to time by directive in the Manual. Franchisee shall accept, use, display, or cease using, as may be applicable, the Proprietary Marks, including, but not limited to, any such modified or additional trade names, trademarks, service marks, logo types and commercial symbols, and shall within thirty (30) days of receiving notification commence to implement such changes and use its best efforts to complete such changes as soon as practicable. In the event of any addition, substitution or modification of any or all of the Proprietary Marks by Franchisor, there shall be no corresponding or related increase in the Royalty Fee by virtue thereof. On expiration or sooner termination of this Agreement, Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf any and all documents necessary, in Franchisor's judgment, to end and cause a discontinuance of the use by Franchisee of the Proprietary Marks and fictitious or assumed name registrations and Franchisor is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact to do so.

6.6 Use of Other Trademarks

Franchisee shall not use or display or permit the use or display of trademarks, trade names, service marks, insignias or logo types other than the Proprietary Marks and other trademarks and service marks

approved for use by Franchisor (i) in any advertisement that contains the words "High Touch-High Tech" or any other Proprietary Marks, (ii) in or on any High Touch-High Tech Franchised Business or place of business of Franchisee in any manner that is reasonably visible from outside such Franchised Business or place of business, (iii) in any computer system used at any High Touch-High Tech Franchised Business or place of business by Franchisee, (iv) in answering telephones at or otherwise in connection with the Franchised Business in any manner that could lead any person to believe that such other trademarks, trade names, service marks, insignias or logo types or the products or services with which they are associated are owned or offered by Franchisor or its affiliates, except as otherwise expressly permitted herein or in the Manual.

6.7 Proprietary Mark Infringement Claims and Defense of Proprietary Marks

If Franchisee receives notice or otherwise becomes aware of any claim, suit or demand against him/her/it by any party other than Franchisor on account of any legal infringement, unfair competition or similar matter arising from its use of the Proprietary Marks in accordance with the terms of this Agreement, Franchisee shall promptly notify Franchisor of any such claim, suit or demand. Franchisee shall have no power, right or authority to settle or compromise any such claim, suit or demand by a third party without the prior written consent of Franchisor. Franchisor is obligated to protect and defend the integrity of the Proprietary Marks, including the right of Franchisee to conduct the Franchised Business under the Proprietary Marks. In its sole discretion, Franchisor shall determine whether to defend, compromise or settle any such claim, suit or demand at Franchisor's cost and expense, using attorneys selected by Franchisor or the owner of the Proprietary Marks, and Franchisee agrees to cooperate fully in such matter at no cost or expense to Franchisee (except if the claim, suit or demand arises as a result of action or inaction or gross negligence of Franchisee). Franchisor shall have the sole discretion to determine whether a similar trademark or service mark being used by a third party is confusingly similar to the Proprietary Marks being used by Franchisee and whether and what subsequent action, if any, should be undertaken with respect to such similar trademark or service mark.

6.8 Website Requirements

Franchisee shall not maintain a World Wide Website or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the Franchised Business without Franchisor's prior written approval, which Franchisor may withhold for any reason or no reason. Franchisee agrees to submit to Franchisor for approval before use, true and correct printouts of all Website pages Franchisee proposes to use in its Website in connection with the Franchised Business. Franchisee understands and agrees that Franchisor's right of approval of all such Web materials is necessitated by the fact that such Web materials will include and be inextricably linked with the Proprietary Marks. Franchisee may only use material which Franchisor has approved. Franchisee's Website shall conform to all of Franchisor's Website requirements, whether set forth in the Manual or otherwise. Franchisee agrees to provide all hyperlinks or other links that Franchisor requires. If Franchisor grants approval for a Website, Franchisee may not use any of the Proprietary Marks at the site except as Franchisor expressly permits. Franchisee may not post any of Franchisor's proprietary, confidential or copyrighted material or information on its Website without Franchisor's prior written consent. If Franchisee wishes to modify the approved site, all proposed modifications must also receive Franchisor's prior written approval. Franchisee explicitly understands that it may not post on its Website any material which any third party has any direct or indirect ownership interest in (including, without limitation, video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other text or image which any third party may claim intellectual property ownership interests in). Franchisee agrees to list on its Website any Website maintained by Franchisor, and any other information Franchisor requires in the manner Franchisor dictates. Franchisee agrees to obtain Franchisor's prior written approval for any internet domain name and/or home page address. The requirement for Franchisor's prior written approval set forth in this Section will apply to all activities on the Internet or other communications network to be conducted by Franchisee, except that Franchisee may maintain one or more E-mail addresses and may conduct individual E-mail communication without Franchisor's prior approval as provided above if it proposes to send advertising to multiple

addresses via E-mail.

ARTICLE VII
CONFIDENTIAL OPERATIONS MANUAL

7.1 Loan of Manual

In order to protect the reputation and goodwill of Franchisor, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct his/her/its Franchised Business in strict compliance with the operational systems, procedures, policies, methods and requirements prescribed in the Manual and any supplemental bulletins, notices, revisions, modifications, or amendments. Franchisor will provide Franchisee with one (1) registered set of the Manual on loan, for which Franchisee shall sign a corresponding receipt. The Manual shall at all times remain the sole property of Franchisor. Upon expiration or termination, for any reason, of this Agreement, Franchisee shall return to Franchisor the Manual and all related proprietary information.

7.1.1 Franchisee shall adopt and use the programs, services, methods, standards, materials, policies, and procedures set forth in the Manual, as they may be modified by Franchisor from time to time. Franchisee acknowledges that Franchisor is the lawful licensee of all proprietary rights in and to the System and the Manual, including any changes or supplements.

7.2 Confidentiality of Manual

Franchisee shall treat at all times the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and all of the information contained therein as proprietary and confidential, and shall use all reasonable efforts to maintain such information as confidential. Franchisee acknowledges and agrees that designated portions of the Manual are "trade secrets" which are owned and maintained as such by Franchisor.

7.2.1 Franchisee shall strictly limit access to the Manual to employees who have a demonstrable and valid "need to know" and to strictly follow any provisions in the Manual regarding the care, storage and use of the Manual and all related proprietary information. Franchisee shall, not without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce in any manner any part of the Manual, updates, supplements or related materials, in whole or in part, or otherwise make the same available to any unauthorized person.

7.3 Modifications

Franchisor retains the right to prescribe additions to, deletions from or revisions of the Manual which shall become binding upon being mailed or otherwise delivered to Franchisee, as if originally set forth therein. The Manual, and any such additions, deletions or revisions, shall not alter Franchisee's rights and obligations, but Franchisee shall accept and adopt all such changes and modifications, shall make reasonable expenditures associated with the changes and modifications and shall do so within the time periods established by Franchisor.

7.4 Incorporation of Manual

Franchisee acknowledges that the Manual, which are specifically incorporated into this Agreement, are intended to further the purposes of this Agreement. Therefore, Franchisee agrees that the provisions of the Manual will constitute provisions of this Agreement as if they were actually set forth herein.

ARTICLE VIII
CONFIDENTIAL INFORMATION

The parties expressly understand and agree that the relationship established between Franchisor

and Franchisee by this Agreement is one of confidence and trust, and that as a result Franchisor will be disclosing and transmitting to Franchisee certain trade secrets and other confidential and proprietary information concerning various aspects of Franchisee's operation of the Franchised Business, its methods of operation, techniques and all proprietary systems, procedures and materials encompassing the System.

8.1 In order to preserve and protect the trade secrets and the confidential and proprietary information (the "Confidential Information") which are disclosed to Franchisee during the term of this Agreement, Franchisee agrees that:

A. Franchisee shall treat and maintain the Confidential Information as confidential both during the term of this Agreement and thereafter;

B. Franchisee shall use such Confidential Information only for Franchisee's operation of the Franchised Business under this Agreement;

C. Franchisee shall disclose such Confidential Information only as necessary to Franchisee's employees or agents who have a demonstrable and valid "need to know" and not to anyone else; and

D. Franchisee shall advise Franchisee's employees or agents of the confidential nature of the information and the requirements of non-disclosure and have them execute a non-disclosure agreement in a form prescribed by Franchisor acknowledging the confidential and proprietary nature of such Confidential Information and agreeing not to disclose such information during the course of employment or thereafter. Franchisor shall be designated a third party beneficiary of this non-disclosure agreement with the right to enforce its provisions independently of Franchisee.

8.2 It is understood and agreed that information or improvements to the System compiled or developed by Franchisee, Franchisee's employees or agents during the term of this Agreement and relating to the Franchised Business, whether developed separately or in conjunction with Franchisor, shall be considered as part of Franchisor's Confidential Information. Franchisee agrees to grant to Franchisor an irrevocable, worldwide, exclusive, royalty-free license (with the right to sub-license) to such information, improvement or technique.

8.3 Franchisee acknowledges that in addition to any remedies available to Franchisor under this Article VIII, Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or a temporary restraining order and/or an injunction against violation of, the requirements of this Article VIII.

ARTICLE IX
ACCOUNTING, INSPECTIONS AND RECORDS

9.1 Accurate Books and Records

Franchisee agrees to maintain during the term of this Agreement, and to preserve for not less than five (5) years from the date of preparation, full, complete and accurate books, records and accounts in accordance with the System and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing.

9.2 Monthly Reports

Franchisee agrees to use Franchisor's approved reporting system and shall submit to Franchisor:

A. A sales report on forms prescribed by the Franchisor showing Gross Revenues for the preceding week no later than the Monday of each week; and

B. An unaudited Statement of profit and loss of the Franchised Business on forms prescribed by Franchisor no later than the twentieth (20th) day of each month.

9.3 Franchisor's Right to Audit

Franchisor shall have the right, on seventy-two (72) hours' prior notice and at any time during normal business hours to inspect all records, books, and other documents of the Franchised Business, including files and records, and such other records which Franchisee is obligated to maintain pursuant to this Agreement or state law. Franchisor shall also have the right to audit or cause to be audited the sales reports, financial statements and tax returns which Franchisee is required to submit. In the event any such audit shall disclose an understatement of the Gross Revenues of the Franchised Business by three percent (3%) or more for any period, Franchisee agrees to pay Franchisor, within fifteen (15) days after receipt of notice from Franchisor, the cost of such audit in addition to monies owed in connection with such understatement plus interest thereon. In addition, in the event such audit reveals an understatement of Gross Revenues, Franchisor has the right to terminate this Agreement, in addition to any other remedies available to it by law.

ARTICLE X
ADVERTISING

Recognizing the value of national and local advertising, and the importance of standardizing advertising programs to protect the Proprietary Marks, goodwill and public image of the System, the parties agree as follows:

10.1 National Advertising Fund

Franchisor has the right to establish a National Advertising Fund (the "Fund"), which shall be administered by Franchisor and which may be used to meet all costs and expenses related to national promotional activities. In the event such a fund is created, Franchisee shall participate in the Fund in addition to Franchisee's obligation to conduct local advertising as provided in Section 10.3. To that end, Franchisee agrees to contribute a percentage of weekly Gross Revenues, as defined in Section 4.6 of this Agreement, to the Fund upon notice from Franchisor. The Fund will not be used to solicit new franchisees.

10.1.1 The sums paid by Franchisee and all other franchisees to the Fund shall be maintained in an account separate from any other monies of Franchisor and will be used for the marketing of all High Touch-High Tech Franchised Businesses. Within one hundred twenty (120) days of the end of its fiscal year, Franchisor shall provide its franchisees with an accounting as to advertising funds expended (on a regional basis), including a reasonable allocation for Franchisor's overhead expenses incurred in connection with the administration and management of the Fund, not to exceed fifteen percent (15%) of the fund balance in any one year. It is understood and agreed that Franchisor shall direct all advertising programs, shall have sole discretion regarding the adoption of the concepts, materials and media used in the advertising programs as well as the placement of all advertisements, and shall allocate advertising production funds for the development of sales training programs and advertising campaigns as it deems appropriate. Franchisor's determination as to allocation of Fund expenditures cannot be challenged or contested by Franchisee.

10.1.2 If the Fund is established and at any time thereafter, Franchisor may establish such other policies and procedures for the administration of the Fund as Franchisor, in its sole discretion, may deem necessary and appropriate.

10.1.3 Although the Fund would be intended to be of perpetual duration, Franchisor shall be able to terminate the Fund, in its sole discretion. The Fund shall not be terminated, however, until all

monies collected have been expended for advertising and/or promotional purposes.

10.1.4 Franchisor is not obligated to make advertising expenditures on behalf of Franchisee which are proportionate to Franchisee's contribution to the Fund or to ensure that any particular franchisee benefits *pro rata* from the placement of advertising.

10.2 Submission and Approval of Advertising

All Franchisee advertising shall be conducted in a dignified manner and shall conform to such standards and requirements as Franchisor may specify from time to time in the Manuals or otherwise. Franchisee agrees to submit to Franchisor for its prior approval samples of all advertising and promotional plans and materials in whatever form Franchisee desires to use them which have not been previously approved by Franchisor. Franchisor agrees to notify Franchisee of Franchisor's approval or disapproval thereof within fifteen (15) days from the date of receipt by Franchisor of such materials. Franchisee agrees to comply with all revisions to the advertising which Franchisor may require prior to its approval. In the event Franchisor approves of Franchisee's ideas and materials, Franchisee agrees to allow Franchisor and other franchisees to use those ideas and materials, without compensation. Franchisee shall not use any advertising or promotional plans or materials which have not been approved by Franchisor, and agrees to cease the use of any plans or materials promptly upon notice by Franchisor. The failure to obtain the prior approval of Franchisor for all proposed advertising shall be deemed a default of this Agreement in accordance with Article XIII hereof.

10.3 Local Advertising

In addition to making the Fund contributions required in Section 10.1 hereof, franchisee shall make every reasonable effort to vigorously and aggressively promote and increase the demand for the services and products of the Franchised Business by conducting, at Franchisee's further expense, the following local advertising during the term of this Agreement:

(a) Franchisee shall obtain and pay for listings for the Franchised Business in the white pages and classified sections (Yellow Pages) of all local telephone directories distributed in the area in which the Franchised Business is located, as required by Franchisor, of the kind and size as may from time to time be specified by Franchisor. If other Franchised Businesses are served by the same white pages and classified section, Franchisor shall have the right, in its sole discretion, to require group advertisements and listings therein, to make arrangements directly with the telephone company on Franchisee's behalf for Franchisee's participation therein, and to determine the formula for allocating part of the costs thereof to Franchisee, and Franchisee shall pay such on demand;

(b) Franchisee shall participate in such sales and promotional campaigns and activities as Franchisor may direct from time to time; provide such approved promotional material to each student of the Franchised Business as Franchisor may require; and maintain a sufficient supply thereof for that purpose at all times; and

(c) Franchisee shall display all such signs, emblems and logos at the Premises, as Franchisor may require from time to time.

10.4 Additional Local Advertising

Subject to Franchisor's prior written approval, Franchisee shall, at his/her/its expense, conduct additional advertising in his/her/its local area, and Franchisor may, from time to time, offer Franchisee approved local marketing plans and materials including, without limitation, newspaper mats, radio commercial tapes, television commercial prints or tapes, sales aids and other promotional and marketing materials, on the same terms and conditions as Franchisor is then offering to its other franchisees. Prior to their use by Franchisee, samples of all local marketing materials not prepared or previously approved by Franchisor shall

be submitted to Franchisor for written approval, which approval shall not be unreasonably withheld. There is no minimum amount that Franchisee is required to spend on local advertising, but Franchisor reserves the right to set a minimum required expenditure in the future. Upon Franchisor's request, Franchisee shall provide Franchisor with verification of all expenditures for local advertising within thirty (30) days of such request. The foregoing expenditures shall, at Franchisor's discretion, include advertising programs and campaigns described in Section 10.3 above.

10.5 Use of Name

Franchisee shall agree to use the name "High Touch-High Tech" or other identifying names and insignia or marks that Franchisor instructs Franchisee to use in connection with the advertising of the Franchised Business conducted by Franchisee pursuant to this Article X.

10.6 Websites

As used in this Agreement, the term "Website" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website, Franchisee agrees to the following:

10.6.1 Franchisor shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Proprietary Marks, High Touch-High Tech businesses and any or all of the products offered at Franchised Businesses, the franchising of High Touch- High Tech businesses, and/or the System. Franchisor shall have the sole right to control all aspects of the Website, including without limitation 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 operation of the Website.

10.6.2 Franchisor shall have the right, but not the obligation, to designate one or more web page(s) to describe Franchisee and/or the Franchised Business, with such web page(s) 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 refuse to post and/or discontinue posting any content and/or the operation of any web page.

10.6.3 Franchisee shall not establish a separate Website without Franchisor's prior written approval (which Franchisor shall not be obligated to provide). If approved to establish a Website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such Website. Franchisee specifically acknowledges and agrees that any Website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement, and will be subject to (among other things) Franchisor's approval under this Article X.

10.6.4 The Franchisee understands and agrees that is not permitted to promote the Franchised Business or use any of the Proprietary Marks in any manner on any social or networking websites, such as Facebook, LinkedIn or Twitter, without the Franchisor's prior written consent. The Franchisor will control all social media initiatives. The Franchisee must comply with Franchisor's System standards regarding the use of social media in the Franchised Business's operation, including prohibitions on the Franchisee and the Franchised Business's employees posting or blogging comments about the Franchised Business or the System, other than on a website established or authorized by the Franchisor ("social media" includes personal blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). The Franchisor will provide access to branded social media pages/handles/assets, and the Franchisee must update these regularly. The Franchisor reserves the right to conduct collective/national campaigns via local social media on your behalf.

ARTICLE XI
INSURANCE

11.1 Insurance Program

Franchisee agrees to procure, within the timetable provided by Franchisor in the Manual, and thereafter maintain in full force and effect during the term of this Agreement, at Franchisee's sole expense, an insurance policy or policies protecting Franchisee and Franchisor and Franchisor's officers, directors, partners and employees against any loss, liability, personal injury, death, property damage or expense whatsoever arising or occurring upon or in connection with the Franchised Business, or by reason of the operation or occupancy of the Franchised Business, as well as such other insurance applicable to such other special risks, if any, as Franchisor may reasonably require for its own and Franchisee's protection. Franchisee shall be required to procure such insurance and to submit copies of the policies to Franchisor before training begins.

11.2 Insurance Requirements

Such policy or policies shall be written by an insurance company satisfactory to Franchisor in accordance with the standards and specifications set forth in the Manual or otherwise in writing, shall specifically name Franchisor as an additional insured, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time to time by Franchisor in the Manual or otherwise in writing), the following:

A. Comprehensive general liability insurance, including general liability and employment practices coverage, with a combination of primary and excess limits of not less than One Million Dollars ($1,000,000);

B. Automobile Liability Insurance, including owned and non-owned coverage, with a combination of primary and excess limits of not less than Three Hundred Thousand Dollars ($300,000); and

C. Worker's compensation and employer's liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated.

11.2.1 At least seven (7) days prior to attending the initial training program and on each policy renewal date thereafter, Franchisee shall submit to Franchisor a Certificate of Insurance evidencing the coverage. The Certificate of Insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty (30) days' prior written notice to Franchisor, as well as a notation that Franchisor is named as an additional insured on all policies. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve Franchisee of liability under the indemnity provision set forth in Section 18.2 of this Agreement.

11.3 Right to Procure Insurance

Should Franchisee for any reason fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge the same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, including attorneys' fees, shall be payable by Franchisee immediately upon notice.

ARTICLE XII
TRANSFER OF INTEREST; OPERATION BY FRANCHISOR

12.1 Transfer by Franchisor

Franchisor shall have the right to assign this Agreement and all of its attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing the obligations of Franchisor; and (ii) the assignee shall expressly assume and agree to perform such obligations.

12.1.1 Franchisee expressly affirms and agrees that Franchisor may sell its assets, its rights to the Proprietary Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of said Proprietary Marks (or any variation thereof) and/or the loss of association with or identification of High Touch Investment Corp. as Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business of providing scientific outreach programs or to offer the same products and services, whether or not bearing the Proprietary Marks, in the event that Franchisor exercises its right to assign its rights in this Agreement.

12.2 Transfer by Franchisee

A. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal and that Franchisor has entered into this Agreement and granted this license in reliance on Franchisee's business skill and financial capacity. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in the Franchised Business, nor any individual, partnership, corporation or other legal entity which directly or indirectly controls Franchisee, if Franchisee is a corporation or limited liability company, nor any general partner or any limited partner (including any corporation or limited liability company which controls, directly or indirectly, any general or limited partner), if Franchisee is a partnership, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in Franchisee or in the Franchised Business 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 terminate without opportunity to cure under Section 13.1 of this Agreement.

B. Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee or in this Agreement; provided, however, that if a transfer, alone or together with other previous, simultaneous or proposed transfers, would have the effect of transferring a controlling interest in the Franchised Business, Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

1. All of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor, its subsidiaries, affiliates and suppliers shall be up to date, fully paid and satisfied;

2. Franchisee shall not be in default of any provision of this Agreement, any amendment or other agreement between Franchisee and Franchisor, or its subsidiaries, affiliates or suppliers;

3. Franchisee and, if Franchisee is a corporate entity, its equity holders, officers, directors, managers, members or partners, as the case may be, shall have executed a general release

under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;

4. The transferee shall enter into a written assignment, under seal and in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement; and, if not individually owned, the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor;

5. The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related experience or otherwise); has at least the same managerial and financial criteria required of new franchisees; shall have sufficient equity capital to operate the Franchised Business; and has been approved by the State licensing authority (if applicable);

6. At Franchisor's option, the transferee shall execute (and/or, upon Franchisor's request, shall cause all interested parties to execute) for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, the then-current standard form of Franchise Agreement being offered to new franchisees and such other ancillary agreements as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher Royalty Fee, a higher National Advertising Fund contribution, if applicable, and the implementation of additional fees;

7. The transferee shall upgrade, at the transferee's expense, the Franchised Business and/or the equipment and materials required to be used in the Franchised Business to conform to the current specifications then being used in new Franchised Businesses, and shall complete the upgrading and other requirements within the time period specified by Franchisor;

8. Franchisee will remain liable for all direct and indirect obligations to Franchisor in connection with the Franchised Business up to and including the effective date of the transfer and shall continue to remain responsible for Franchisee's obligations of non-disclosure, non- competition and indemnification as provided elsewhere in this Agreement and Franchisee agrees to execute all instruments reasonably requested by Franchisor to further evidence such liability;

9. At the transferee's expense, the transferee and its manager and employees shall complete any training programs then in effect for current franchisees upon such terms and conditions as Franchisor may reasonably require;

10. The transferee shall have signed an Acknowledgment of Receipt of all required legal documents, such as the Disclosure Document and the then-current Franchise Agreement and ancillary agreements;

11. Franchisor shall be paid a Transfer Fee equal to Three Thousand Five Hundred Dollars ($3,500), except that this fee shall be waived once only if an individual Franchisee wishes to transfer this franchise to a corporate entity that is formed for the convenience of ownership;

12. The transferee shall demonstrate to Franchisor that it has obtained the certification required by the governing State or municipality in which the Franchisee is located (if applicable); and

13. If the transferee is a corporate entity, then it must comply with the

requirements of Section 12.3.

Franchisee acknowledges and agrees that each of the foregoing conditions of transfer which must be met by Franchisee and the transferee are necessary and reasonable to assure such transferee's full performance of the obligations under this Agreement.

C. Franchisee may not grant any security interest in the Franchised Business or in any of its assets unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option to be substituted as obligor to the secured party and to cure any default. Notwithstanding the foregoing, Franchisor shall not be construed as a guarantor or surety for Franchisee or any shareholder, principal, officer, director, member, manager or partner of Franchisee (if a corporate entity).

12.3 Additional Requirements – Corporate Franchisees

The following requirements shall apply to Franchisee if Franchisee is a corporation, limited liability company or other limited liability entity, in addition to those set forth elsewhere in this Agreement, the Manual or otherwise:

A. Franchisee shall be a newly organized entity and its formation documents and governing documents or agreements shall at all times provide that its activities are confined exclusively to operating the Franchised Business.

B. Copies of Franchisee's formation documents and other governing documents, and any amendments, including any resolutions authorizing entry into this Agreement, shall recite that the issuance and transfer of any equity interests of the entity is restricted by the term of this Agreement and Franchisee shall promptly furnish the copies to Franchisor.

C. Franchisee shall at all times beneficially own and control not less than seventy-five percent (75%) of the issued voting interests of such entity.

D. Upon the transfer or issue of any equity interests of such entity, all persons who beneficially own or acquire directly or indirectly any such equity interests shall execute a written agreement with Franchisor under seal undertaking to be bound by the restrictions or assignment contained in this Agreement. In addition, all persons who beneficially own directly or indirectly ten percent (10%) or more of the outstanding equity interests of such entity shall execute a written agreement with Franchisor under seal personally guaranteeing full payment and performance of Franchisee's obligations to Franchisor and individually undertaking to be bound, jointly and severally, by all the terms of this Agreement.

E. Each certificate issued to equity holders in the Franchised Business shall have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor, such as:

> "THE TRANSFER, PLEDGE OR ALIENATION OF THIS STOCK OR INTEREST IS SUBJECT TO THE TERMS AND RESTRICTIONS CONTAINED WITHIN THE FRANCHISE AGREEMENT BETWEEN HIGH TOUCH INVESTMENT CORP. AND _____, DATED _____."

F. Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting interests of Franchisee which reflects the percentage interest of each holder and the number of shares directly or indirectly owned or controlled by each holder and shall furnish the list to Franchisor upon request.

12.4 Franchisor's Right of First Refusal

Any party who holds an interest (as reasonably determined by Franchisor) in Franchisee or in the Franchised Business and who desires to accept any bona fide offer from a third party to purchase his, her or its interest shall notify Franchisor in writing of each such offer and, except as otherwise provided herein, Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party, less the amount of any commissions or fees that would otherwise have been payable to any broker, agent or other intermediary in connection with the sale to such third party. Any material change in the terms of any offer before the closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to exercise its right of first refusal, it shall purchase the equity interests or assets proposed to be transferred on the same terms and conditions as set forth in the bona fide offer within thirty (30) days from the date of notice to seller of Franchisor's election to purchase. If Franchisor elects not to exercise its right of first refusal and consents to the transfer, the proposed transferor shall for a period of ninety (90) days be free to transfer to the proposed transferee upon the terms and conditions specified in said notice, subject to the terms and conditions of Section 12.2. If, however, the terms of the offer are materially changed, or if the ninety (90) day period expires, Franchisor shall again have a right of first refusal with respect thereto and the proposed transferor shall again be required to comply with this Section.

In the event the consideration, terms and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms and/or conditions, then Franchisor may purchase the Franchised Business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree, within a reasonable time, on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by a third party, an independent appraiser shall be designated by Franchisor, and his determination shall be binding upon the parties.

12.5 Transfer Upon Death or Permanent Disability

Upon the death or permanent disability of Franchisee or a majority shareholder of a corporation or a majority member of a limited liability company which has been formed to own and operate the Franchised Business, Franchisor shall consent to the transfer of interest in Franchisee, the Franchised Business and this Agreement to the spouse, heir or relative by blood or by marriage, whether such transfer is made by will or by operation of law, if, in Franchisor's sole discretion and judgment, such person or persons meet Franchisor's educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the Franchised Business herein; have at least the same managerial and financial criteria required by new franchisees and have sufficient equity capital to operate the Franchised Business. Such transfer shall be completed within six (6) months of the date of death or the onset of disability. If the transfer is not approved by Franchisor, Franchisor shall have the right to operate and/or manage the Franchised Business for the account of Franchisee until Franchisee's interest therein is transferred to another party acceptable to Franchisor in accordance with the terms and conditions of this Agreement. If the disposition of the Franchised Business to a party acceptable to Franchisor has not taken place within ninety (90) days from the date Franchisor has commenced the operation of the management of the Franchised Business on behalf of the Franchisee or his estate, then Franchisor shall have the right to terminate this Agreement. A transfer under this Section shall be subject to Franchisor's right of first refusal. For purposes of this Section, permanent disability will mean that Franchisee is unable to operate the Franchised Business on a full-time basis for six (6) consecutive months.

12.6 Non-Waiver of Claims

Franchisor's consent to a transfer of any interest in the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

12.7 Operation of the Franchised Business by Franchisor Upon Happening Of Certain Events

In the event that: (i) Franchisee or any of the Franchisee's principals, directors or members are absent or incapacitated by reason of illness or death and, as a consequence, the Franchised Business is not being operated in a manner satisfactory to Franchisor; (ii) a claim is made against the Franchised Business, Franchisee or any principal, director or employee of the Franchisee alleging misrepresentation or a fraudulent or deceptive practice; (iii) Franchisee copies or attempts to copy Franchisor's proprietary materials for Franchisee's own use or the use of others; or (iv) there occurs any other special circumstances, including, but not limited to, contract disputes, which affect Franchisee's ability to operate the Franchised Business, then in that event, Franchisor shall, at its option, operate the Franchised Business for so long as the Franchisor deems necessary and practical without waiving any other rights or remedies Franchisor may have under the Franchise Agreement as a result of such event. All revenues from the operation of the Franchised Business during such period of operation by Franchisor will be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for Franchisor's operating representative, will be charged to that account. In the event that Franchisor elects to temporarily operate the Franchised Business under this Section, Franchisee shall indemnify and hold Franchisor harmless from any and all claims arising from the acts or omissions of Franchisor or its representatives during such period of operation.

12.7.1 It is the intent of this Section to prevent any interruptions of the business of the Franchised Business and/or injury to the goodwill and reputation which could cause harm to the Franchised Business and potentially depreciate its value.

12.7.2 Step-in Rights – Cause for Step-in. If Franchisor determines in its sole judgment that the operation of Franchisee's business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the franchised business which would cause harm to the franchise system and thereby lessen its value, Franchisee authorizes Franchisor to operate his/her business for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies which Franchisor may have under this Agreement. In the sole judgment of Franchisor, Franchisor may deem Franchisee incapable of operating the franchised business if, without limitation, Franchisee is absent or incapacitated by reason of illness or death; Franchisee has failed to pay when due or has failed to remove any and all liens or encumbrances of every kind placed upon or against Franchisee's business; or Franchisor determines that operational problems require that Franchisor operate Franchisee's business for a period of time that Franchisor determines, in its sole discretion, to be necessary to maintain the operation of the business as a going concern.

12.7.3 Step-in Rights – Duties of Parties. Franchisor shall keep in a separate account all monies generated by the operation of Franchisee's business, less the expenses of the business, including reasonable compensation and expenses for Franchisor's representatives. In the event of the exercise of the Step-In Rights by Franchisor**,** Franchisee agrees to hold harmless Franchisor and its representatives for all actions occurring during the course of such temporary operation. Franchisee agrees to pay all of Franchisor's reasonable attorneys' fees and costs incurred as a consequence of Franchisor's exercise of its Step-In Rights. Nothing contained herein shall prevent Franchisor from exercising any other right which it may have under this Agreement, including, without limitation, termination pursuant to Article XIII below.

ARTICLE XIII
DEFAULT AND TERMINATION

13.1 Default With No Opportunity To Cure

Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted by it effective immediately upon Franchisee's receipt of notice and without affording Franchisee any opportunity to cure the default upon the occurrence of any of the following

events:

A. If Franchisee, or any of Franchisee's partners, if Franchisee is a partnership, or any of its officers, directors, shareholders, or members, if Franchisee is a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or such a petition is filed against and consented to by Franchisee, or if Franchisee is adjudicated a bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for the Franchised Business or Franchisee's assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's business or assets is appointed by any court of competent jurisdiction, or if proceedings for a conference with a committee of creditors under any State, federal or foreign law should be instituted by or against Franchisee, or if a final judgment remains unsatisfied or of record for sixty (60) days or longer (unless supersedeas bond is filed), or if execution is levied against Franchisee's operating location or property, or suit to foreclose any lien or mortgage against the premises or equipment is instituted against Franchisee and is not dismissed within sixty (60) days, or if any substantial real or personal property of the Franchised Business shall be sold after levy by any sheriff, marshal or constable;

B. If Franchisee ceases to do business for three (3) or more consecutive business days, excluding holidays (unless Franchise has obtained express written consent from Franchisor), or Franchisee loses the right to possession of the premises in which the Franchised Business is located or Franchisee otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located. If, however, any such loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee, the premises are damaged or destroyed by a disaster such that the premises cannot, in Franchisor's judgment, reasonably be restored, then, in either such event, Franchisee shall have thirty (30) days to identify an alternative location within the Designated Territory for the operation of the Franchised Business (the "Substituted Site") and submit all information reasonably requested by Franchisor in connection with the Substituted Site for its review and approval. Franchisor's approval of the Substituted Site shall not be unreasonably withheld, but may be conditioned upon the payment of a minimum royalty fee, equal to the average monthly royalty paid by Franchisee to Franchisor during the prior six (6) month period, to Franchisor during the period in which the Franchised Business is not in operation. Franchisor shall have a right to terminate this Agreement, however, if Franchisee is not in possession of the Substituted Site and open for business to the general public within sixty (60) days of its receipt of Franchisor's approval;

C. If Franchisee is convicted of a crime of moral turpitude or similar felony or is convicted of any other crime or offense that Franchisor reasonably believes is likely to have an adverse effect on the System, the Proprietary Marks, the associated goodwill or Franchisor's interests;

D. If a judgment or a consent decree against Franchisee or any officer, director or shareholder of Franchisee is entered in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System or the Proprietary Marks, the associated goodwill or Franchisor's interest;

E. If Franchisee fails to comply with any of the covenants contained in Article XV;

F. If Franchisee discloses or divulges the contents of the Manual or any other trade secrets or Confidential Information provided to Franchisee by Franchisor;

G. If Franchisee knowingly maintains false books or records or submits any false statements, applications or reports to Franchisor or any assignee of Franchisor;

H. If Franchisee fails to commence business within sixty (60) days of the execution

of this Agreement;

I. If Franchisee understates by three percent (3%) or more Franchisee's Gross Revenues in any report which Franchisee is required to submit to Franchisor;

J. If Franchisee willfully and repeatedly engages in a course of conduct which constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with the sale of services and products offered at the Franchised Business;

K. If Franchisee or Franchisee's manager fails to attend and successfully complete any mandatory training program unless attendance is excused or waived, in writing, by Franchisor;

L. If any other franchise agreement issued to Franchisee, whether or not issued under this Agreement, is terminated for any reason;

M. If Franchisee receives two (2) or more notices of default under Section 13.2 during any one (1) year of this Agreement, whether or not such defaults are cured after notice;

N. If Franchisee copies or duplicates the Manual, course curriculum or materials, or other proprietary items leased, licensed, loaned or sold to Franchisee;

O. If Franchisee's license to operate the Franchised Business is revoked for any reason; or

P. Franchisee or any of his/her owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or Franchisee or any of his/her owners otherwise violate any such law, ordinance, or regulation.

13.2 Default with Fifteen (15) Day Opportunity to Cure

Except as provided in Section 13.1 of this Agreement, Franchisee will have fifteen (15) days after receipt from Franchisor of a written Notice of Termination within which to remedy any default described in this Section 13.2. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement, at Franchisor's option, shall terminate without further notice to Franchisee effective immediately upon the expiration of the fifteen (15) day period or such longer period as applicable law may require. Franchisee shall be in default for any failure to comply substantially with any of the requirements imposed by this Agreement or the Manuals or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include the occurrence of any of the following events:

A. Franchisee fails, refuses or neglects to pay promptly any monies owing to Franchisor or its subsidiaries or affiliates or suppliers when due, or to submit the financial information or other reports required by Franchisor under this Agreement;

B. If Franchisee fails to maintain any of the standards or procedures prescribed by Franchisor in this Agreement, the Manual, or in any other agreements between the parties;

C. If Franchisee, by act or omission, permits a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief;

D. If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or otherwise materially impairs the associated goodwill or Franchisor's rights to the Proprietary Marks;

E. If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's reasonable opinion, is confusingly similar to the Proprietary Marks;

F. If Franchisee fails to comply with Franchisee's duties as defined in Article V, or fails to perform any obligation owing to Franchisor or to observe any covenant or agreement made by Franchisee, whether such obligation, covenant or agreement is contained in this Agreement, in the Manual, or in any other agreement with Franchisor;

G. If Franchisee fails to maintain and submit to Franchisor all reports required under Article IX, including financial statements, weekly, monthly and annual reports of Gross Revenues and copies of tax returns;

H. If a threat or danger to public health or safety results from the maintenance or operation of the Franchised Business and such danger has a material effect on the Franchised Business;

I. If Franchisee purports to transfer any rights or obligations under this Agreement to any third party without Franchisor's prior written consent, contrary to the terms of Article XII of this Agreement; or

J. If Franchisee fails to obtain the prior approval of Franchisor of any and all advertising or promotional plans and materials in whatever form used in connection with Franchisee's promotion of the Franchised Business or otherwise fails to comply with Franchisor's policies and procedures with respect to advertising and such failure to follow has a material effect onFranchisor.

13.3 Franchisor's Other Rights

No right or remedy conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or equity. The events of default and grounds for termination described in this Article XIII shall be in addition to any other grounds for termination contained elsewhere in this Agreement or otherwise.

13.4 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by Franchisee (or any person/company affiliated with Franchisee) under this Agreement may be regarded as a default under any other agreement between Franchisor (or any affiliate of Franchisor) and Franchisee (or any affiliate of Franchisee). Any default by Franchisee (or any person/company affiliated with Franchisee) under any other agreement, including, but not limited to, any lease and/or sublease, between Franchisor (or any affiliate of Franchisor) and Franchisee (or any person/company affiliated with Franchisee), and any default by Franchisee (or any person/company affiliated with Franchisee) under any obligation to Franchisor (or any affiliate of Franchisor) may be regarded as a default under this Agreement. Any default by Franchisee (or any person/company affiliated with Franchisee) under any lease, sublease, loan agreement, security interest or otherwise, whether with Franchisor, any affiliate of Franchisor and/or any third party may be regarded as a default under this Agreement and/or any other agreement between Franchisor (or any affiliate of Franchisor) and Franchisee (or any affiliate of Franchisee).

In each of the foregoing cases, Franchisor (and any affiliate of Franchisor) will have all remedies allowed at law, including termination of Franchisee's rights (and/or those of any person/company affiliated with Franchisee) and Franchisor's (and/or Franchisor's affiliates') obligations. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity and Franchisor may pursue any rights and/or remedies available.

13.5 Amendment Pursuant to Applicable Law

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. Franchisor shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

13.6 Franchisor's Right to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to this Article XIII, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products for which Franchisor is an Approved Supplier to Franchisee and/or suspension of Franchisee's webpage on Franchisor's Website, until such time as Franchisee corrects the breach.

ARTICLE XIV
OBLIGATIONS UPON TERMINATION

14.1 Franchisee's Obligations

Upon termination or expiration, this Agreement and all rights granted to Franchisee shall terminate and Franchisee shall observe and perform the following provisions:

A. Franchisee shall immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a franchisee of Franchisor.

B. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential methods, proprietary course materials, literature, procedures and techniques associated with the System, the name "High Touch-High Tech" and any Proprietary Marks, or signs, advertising materials, promotional displays, stationery, program materials, forms or any other articles which display the Proprietary Marks.

C. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Marks and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. Franchisee shall, at Franchisor's option, sell Franchisee's interest in the tangible assets of the Franchised Business and assign to Franchisor any interest which Franchisee has in any lease or sublease for the premises of the Franchised Business. In the event Franchisor elects to exercise its option to acquire such tangible assets and assume such lease or sublease, Franchisor shall pay the fair market value of any equipment, goods and supplies acquired by Franchisor, less any sums of money owed by Franchisee to Franchisor and less any sums of money necessary to upgrade and renovate the premises to meet Franchisor's then-current standards for its Franchised Businesses. In the event that Franchisee and Franchisor are unable to agree on the fair market value of the equipment, goods and supplies, an independent appraiser shall be appointed to determine the fair market value and the determination of the appraiser shall be binding upon the parties. The costs and expenses associated with the appointment of an independent appraiser shall be paid equally by both parties.

14.1.1 In the event that Franchisor does not elect to exercise its option under this Section, Franchisee will make such modifications or alterations to the premises of the Franchised Business immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the premises from that of other Franchised Businesses under the System, and Franchisee shall make such specific additional changes as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section, Franchisor shall have the right to enter upon the premises of the Franchised Business without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes as may be required at Franchisee's sole expense, which expense Franchisee agrees to pay upon demand.

14.2 Right to Continued Operation of Franchised Business

In the event this Agreement is terminated, Franchisor may, at its option, immediately enter the premises of the Franchised Business and continue to provide services to students of the Franchised Business and apply receipts to debts owed to the Franchisor by Franchisee. Franchisee hereby assigns all receivables to Franchisor without recourse. Franchisor shall have no other obligations to the Franchisee in connection with Franchisor's operation of the Franchised Business following said termination.

14.3 Discontinuance of Proprietary Marks

Franchisee agrees not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks in connection with any business operation which is likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Proprietary Marks. Franchisee further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor.

14.4 Immediate Payment of Monies

Franchisee agrees to pay immediately all sums owing to Franchisor and its subsidiaries, affiliates and suppliers. In the event of termination for a default, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, fixtures, equipment and inventory owned by Franchisee and which are on the premises of the Franchised Business at the time of default. Franchisee also agrees to pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor following the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions under this Agreement.

14.5 Relinquishment of Materials and Records

Franchisee agrees to immediately turn over to Franchisor all copies of all materials in Franchisee's possession including the Manual, all records, files, instructions, correspondence, brochures, agreements, disclosure statements and any and all other materials relating to the operation of the Franchised Business in Franchisee's possession, and all copies (all of which are acknowledged to be Franchisor's property). Franchisee may not retain a copy or record of any of the foregoing except for Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably need for compliance with any provision of law. If required by Franchisor, Franchisee will sell and deliver to Franchisor in good and saleable condition any unsold stock of course materials or other items as may be selected by Franchisor. The purchase price of the items selected by Franchisor shall be the price paid by Franchisee for such items, less any depreciation or adjustments due to the quality or condition of the assets. The prices to be paid by Franchisor to Franchisee will be paid within thirty (30) days of the date of termination of the Franchise. In addition to the foregoing, Franchisee agrees to deliver to Franchisor a complete list of all persons employed by the Franchised Business during the three (3) years immediately preceding termination, together with all employment files of each employee on such list. Franchisee agrees to assume all costs of delivering all materials required by this Section.

14.5.1 In the event Franchisor elects not to purchase these items, it shall notify Franchisee within thirty (30) days from the date of termination. Franchisee will then have fifteen (15) days within which to remove these items from the premises.

14.6 Termination and Transfer of Telephone Numbers

Franchisee agrees to notify promptly the telephone company and all telephone directory listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with the Proprietary Marks, and authorize transfer of same to or at the direction of Franchisor. Franchisee agrees to execute letters of direction to any telephone companies and telephone directory listing agencies directing termination and/or transfer of Franchisee's right to use any telephone number associated with the Proprietary Marks, which Franchisor may hold until the termination or expiration of this Agreement. Franchisee acknowledges that Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with any Proprietary Marks, and Franchisee appoints Franchisor and any officer of Franchisor as Franchisee's attorney-in-fact to direct the appropriate telephone company and all listing agencies to transfer all such listings to Franchisor upon termination of this Agreement.

14.7 Execution of Documents

Franchisee agrees to execute any legal document that may be necessary to effectuate the termination and shall furnish to Franchisor, within thirty (30) days after the effective date of termination, written evidence satisfactory to Franchisor of Franchisee's compliance with all of the foregoing obligations. This may include a general release under seal of Franchisor, its affiliates, stockholders, officers, directors and employees.

14.8 Power of Attorney

Wherever in this Article XIV Franchisee has agreed to execute any instruments or documents, Franchisee irrevocably nominates, constitutes and appoints from time to time the Secretary of Franchisor as its true and lawful attorney and in Franchisee's name and on Franchisee's behalf to execute and do all deeds, acts, assurances, conveyances, transfers, instruments, documents and things that may be required for all or any of the purposes set forth in this Article XIV. Franchisee ratifies and confirms whatever the Franchisor shall do or cause to be done by virtue of this power of attorney.

14.9 Liquidated Damages

Upon termination of this Agreement by Franchisor for any of the reasons specified in Article XIII, Franchisee agrees to pay to Franchisor within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees Franchisee paid or owed to Franchisor during the twelve (12) months of operation preceding the effective date of termination multiplied by (a) twenty-four (24) (being the number of months in two (2) full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers Franchisor's damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to its reputation with the

public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. Franchisee and each of its owners agree that the liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE XV
COVENANTS

15.1 Full Time Management

Franchisee covenants that during the term of this Agreement, and unless otherwise approved in writing by Franchisor, Franchisee (or, if Franchisee is a corporate entity, one or more of Franchisee's equity holders or general partners owning at least a seventy-five percent (75%) interest in Franchisee, or a manager who is approved by Franchisor in writing prior to training) shall devote full time, energy and best efforts to the efficient and effective management and operation of the Franchised Business. The Franchisor shall be kept informed of the identity and qualifications of any manager during the term of this Agreement.

15.2 In-Term Restrictive Covenants

Franchisee has specifically acknowledged that Franchisee will receive valuable specialized training and confidential and other information regarding the business, promotional, sales, marketing and operational methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, unless 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, partners or corporation:

A. Divert or attempt to divert any business or student of the Franchised Business 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 Franchisor's Proprietary Marks and the System;

B. Employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or

C. Own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business which is the same as or substantially similar to the Franchised Business.

15.3 Post-Term Restrictive Covenants

Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business which is the same as or substantially similar to the Franchised Business and which is located within a radius of twenty-five (25) miles from Franchisee's Franchised Business or from any other High Touch-High Tech Franchised Business, whether franchised or company-owned.

15.4 Application of Restrictive Covenants

Franchisee acknowledges and agrees that the covenants not to compete set forth above are fair and reasonable and will not impose any undue hardship on Franchisee or Franchisee's equity holders, if

Franchisee is a corporate entity, since Franchisee or such equity holders have other considerable skills, experience and education which afford an opportunity to derive income from other endeavors. Franchisee also agrees to have each equity holder, if applicable, who receives special training from Franchisor to execute restrictive covenants in a form satisfactory to Franchisor.

15.5 Injunctive Relief

Franchisee acknowledges that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee consents to Franchisor seeking entry of an injunction prohibiting conduct in violation of the terms of these covenants not to compete. Franchisee expressly agrees that the existence of any claims which Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants not to compete set forth in this Agreement. Franchisee further agrees to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of these covenants not to compete.

15.6 Severability

The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Article XV is held to be 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 covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Article XV.

ARTICLE XVI
CHANGES AND MODIFICATIONS

16.1 Franchisee understands and agrees that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of Franchisor, Franchisee and all other franchisees. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of the System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which Franchisee's Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, decor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which Franchisee is required to observe hereunder; and changing, improving, modifying or substituting the Proprietary Marks. Franchisee expressly agrees to comply with any such modifications, changes, additions, deletions, substitutions and alterations, provided, however, those changes shall not materially and unreasonably increase Franchisee's obligations hereunder.

16.2 Franchisee shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of said System at the time that this Agreement was executed.

16.3 Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications contemplated hereby. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Finally, Franchisee expressly waives any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach

of the implied covenant of good faith and fair dealing.

ARTICLE XVII
TAXES AND INDEBTEDNESS

17.1 Prompt Payment of Taxes and Other Indebtedness

Franchisee agrees to pay promptly, when due, all taxes levied or assessed by any federal, state or local tax authority and any and all other indebtedness incurred by Franchisee in the operation of the Franchised Business.

17.2 Bona Fide Dispute

In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event will Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business or any of its improvements.

17.3 Compliance With All Laws

Franchisee shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, licenses and bonds necessary for the full and proper operation and management of the Franchised Business, including, without limitation, a license to do business and provide educational services, fictitious name registration and sales tax permits. Copies of all inspection reports, warnings, certificates and ratings issued by any governmental entity during the term of this Agreement in connection with the conduct of the Franchised Business which indicate Franchisee's failure to meet or maintain the highest governmental standards or less than full compliance by Franchisee with any applicable law, rule or regulation shall be forwarded to Franchisor by Franchisee within three (3) days of Franchisee's receipt thereof.

Franchisee and its owners agree to comply, and to assist Franchisor to the fullest extent possible in its efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and its owners certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and its owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or its owners, or any blocking of Franchisee or its owners' assets under the Anti- Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 13.1(P) above.

17.4 Notice of Actions

Franchisee agrees to notify Franchisor in writing within three (3) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business. Additionally, any and all consumer related complaints shall be answered by Franchisee within fifteen (15) days after receipt or such shorter period of time as may be provided in the complaint. A copy of Franchisee's answer shall be forwarded to the Franchisor within three (3) days of the date that the answer is forwarded to the complainant.

17.5 Income Taxes

In addition to monthly royalty fees, Franchisor has the right to collect from Franchisee the cost of

all income taxes, sales taxes and other taxes arising as a result of Franchisor's licensing of intellectual property to Franchisee in the State where Franchisee's Franchised Business is located, as well as any assessment on the Royalty Fees, Advertising Fees and any other income Franchisor receives from Franchisee. This fee is payable monthly with the Royalty Fees and only imposed if a State collects these taxes or assessments.

ARTICLE XVIII
INDEPENDENT CONTRACTOR AND INDEMNIFICATION

18.1 Independent Contractor

It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between Franchisor and Franchisee, that Franchisee is an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. Franchisor shall not have the power to hire or fire Franchisee's employees, and except as expressly provided in this Agreement, Franchisor may not control or have access to Franchisee's funds or the expenditures of the Franchised Business, or in any other way exercise dominion or control over the Franchised Business.

18.2 Indemnification

It is understood and agreed that 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. Franchisor shall in no event assume liability for or be deemed liable as a result of any such action or by reason of any act or omission of Franchisee in Franchisee's conduct of the Franchised Business or any claim or judgment so arising against Franchisor. Franchisee shall at all times defend, at Franchisee's own cost, and indemnify and hold harmless to the fullest extent permitted by law Franchisor, its corporate parent, the corporate subsidiaries, affiliates, successors, assigns and designees of either entity, and the respective directors, officers, employees, agents, shareholders, designees, and representatives of each from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement which arises directly or indirectly from, as a result of or in connection with the operation of the Franchised Business as well as the costs, including attorneys' fees, of defending against them.

18.3 Public Notice

Franchisee agrees to identify itself and the Franchised Business and in all dealings with its clients, contractors, suppliers, public officials and others as an independent franchisee of Franchisor, and shall place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as Franchisor may, in its sole and exclusive discretion, specify and require from time to time in its Manual or otherwise.

18.4 No Liability

Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between Franchisor and Franchisee is other than that of franchisor and franchisee. Franchisor does not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by Franchisee which are not expressly authorized under this Agreement, nor will Franchisor be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business.

ARTICLE XIX
APPROVALS AND WAIVERS

19.1 Approval in Writing

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor. Such approval or consent shall be obtained in writing.

19.2 No Waivers

No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee as to any obligation or condition, and no custom or practice of the parties at variance with the terms, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants affect or impair Franchisor's right to exercise its rights. Nor shall such action or inaction constitute a waiver by Franchisor to terminate this Franchise prior to the expiration of its term upon a subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it shall not be deemed to be a waiver by Franchisor of any earlier breach by Franchisee of any terms, covenants or conditions of this Agreement.

ARTICLE XX
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or dispatched by receipted overnight delivery service, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: High Touch Investment Corp.
PO Box 8495
Asheville, North Carolina 28814

Notices to Franchisee: _____
_____
_____

Any notice sent by certified mail or by receipted overnight courier service shall be deemed to have been given one (1) day after the date of mailing or dispatch.

ARTICLE XXI
RELEASE OF PRIOR CLAIMS

By executing this Agreement, Franchisee, individually and on behalf of Franchisee's heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, forever releases and discharges Franchisor and its officers, directors, employees, agents and servants, including Franchisor's parent and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any State.

ARTICLE XXII
DISCLOSURE STATEMENT AND DISCLAIMER

Franchisee acknowledges, by its signature, that it has received from Franchisor a Federal Trade Commission or Disclosure Document for the State in which the Franchised Business will be located or Franchisee's place of residence, as appropriate, at least fourteen (14) calendar days before the execution of this Agreement.

Franchisee acknowledges and accepts the following:

FRANCHISEE'S SUCCESS IN OWNING AND OPERATING A FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTS INCLUDING, TO A LARGE EXTENT, FRANCHISEE'S INDEPENDENT BUSINESS ABILITY. FRANCHISOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO FRANCHISEE NOR HAS FRANCHISEE RELIED ON ANY WARRANTY OR REPRESENTATION BY ANY OTHER PARTY AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. FRANCHISOR CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER FRANCHISEE'S BUSINESS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE FRANCHISED BUSINESS RESTS SOLELY WITH FRANCHISEE. THIS OFFERING IS NOT A SECURITY AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

ARTICLE XXIII
ENTIRE AGREEMENT

This Agreement, together with any and all exhibits, addenda or attachments, contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto and all prior agreements and understandings are superseded hereby; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by Franchisor in the Disclosure Document that was furnished to Franchisee by Franchisor. No officer or employee or agent of Franchisor has any authority to make any representation or promise not contained in this Agreement. Franchisee agrees that it has executed this Agreement without reliance upon any such unauthorized representation or promise. This Agreement cannot be modified or changed except by (i) written instrument signed by all of the parties hereto, or (ii) Franchisor's reduction of the scope of any of Franchisee's obligations under this Agreement, which may be done without Franchisee's consent (except as restricted by applicable law) and which is effective immediately upon notice.

ARTICLE XXIV
SEVERABILITY AND CONSTRUCTION

24.1 Severability

Except as expressly provided to the contrary, each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other sections, terms and/or provisions of this Agreement as may remain. The remaining Agreement shall continue to be given full force and effect and bind the parties, and said invalid sections, terms and/or provisions shall be deemed not to be a part of this Agreement. Franchisee expressly agrees to

be bound by any promise or covenant imposing the maximum duty permitted by law, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

24.2 Titles For Convenience

All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision.

24.3 References

All acknowledgments, promises, covenants, agreements and obligations made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all the parties on behalf of Franchisee. This Agreement may be executed in multiple originals, and each copy so executed shall be deemed an original.

ARTICLE XXV
APPLICABLE LAW

25.1 Applicable Law

This Agreement takes effect upon its acceptance and execution by Franchisor. This Agreement shall be interpreted and construed under the laws of the State of North Carolina except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.).

25.2 Exclusive Jurisdiction

The parties agree that any action brought by either party against the other shall be brought in the State of North Carolina, County of Buncombe, and the parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

25.3 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved by Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy provided or permitted by law or equity but each shall be cumulative of every other right or remedy.

ARTICLE XXVI
ARBITRATION

26.1 Except as specifically otherwise provided in this Agreement, the parties agree that any and all disputes between them and any claim by either party that cannot be amicably settled shall be determined solely and exclusively by arbitration under the rules of the American Arbitration Association ("AAA"). The AAA rules are hereby modified to provide that each party shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure. Upon the demand of either party to any dispute for arbitration, each shall select a representative to act in its behalf. The two elected representatives shall meet within two (2) weeks of the time demand is made, unless the parties otherwise agree in writing. The two representatives shall agree upon a single arbitrator (the "Arbitrator"), who shall be a member of the North Carolina Bar in good standing. The Arbitrator shall hear the dispute within two (2) weeks of the date of the meeting of the representatives.

26.2 The Arbitrator shall hear the dispute in Asheville, North Carolina, and may properly consider any and all matters related thereto that would be admissible in a non-jury trial under applicable Federal Rules of Civil Procedure or Evidence. The Arbitrator's award shall be announced within seven

(7) days of the hearing of the dispute and shall include all fees, costs and attorneys' fees to the prevailing party. Judgment upon the award of the Arbitrator shall be binding and shall be entered in a court of competent jurisdiction. Franchisee knows, understands and agrees that it is the intent of the parties that any arbitration between Franchisee and Franchisor shall concern Franchisee's individual claims and that the claims subject to arbitration shall not be arbitrated on a class-wide basis. In many instances, arbitration may be the sole proceeding available to the parties, who may also be required by the Arbitrator to pay a filing fee.

26.3 Franchisor may at its option institute an action or actions for temporary, preliminary, or permanent injunctive relief or seeking any other equitable relief against Franchisee in addition to any other rights and remedies provided, notwithstanding this arbitration provision.

26.4 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Franchisee or Franchisee's operation of the Franchised Business brought by Franchisee against Franchisor shall be commenced with one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred. The parties waive to the fullest extent permitted by law any right to or claim of any consequential, punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained.

ARTICLE XXVII
ACKNOWLEDGMENTS

27.1 Franchisee acknowledges and agrees that:

A. Franchisee understands and acknowledges that the business licensed under this Agreement involves business risks and that Franchisee's volume, profit, income and success are dependent upon Franchisee's ability as an independent business operator. Franchisee is aware of the fact that some franchisees of Franchisor may operate under different forms of agreements with different terms and conditions, and, consequently, Franchisor's obligations and rights in respect to its various franchisees may differ materially in certain circumstances. All obligations of Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to its expiration or termination and until such obligations are fulfilled in full or by their nature expire. Finally, Franchisee acknowledges that by executing this Franchise Agreement, it is joining a network of franchisees who are operating in a consistent fashion pursuant to the High Touch-High Tech System. By executing this Agreement, Franchisee understands that it is necessary to maintain a level of consistency among all Franchised Businesses within the High Touch-High Tech System, and, in order to do so, it is necessary for the Franchisor to maintain control over certain aspects of the Franchisee's business operation and to continually adapt the High Touch-High Tech System in order to enhance the appeal of Franchised Businesses to the demands of their students or the marketplace. Accordingly, it will be necessary for the Franchisee to continually operate his/her Franchised Business in accordance with the High Touch-High Tech System as it changes from time to time. This Agreement is binding upon Franchisor and Franchisee and each party's respective executors, administrators, heirs, beneficiaries, assigns and successors in interest.

B. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received from any party, any warranty or guaranty, express or implied, as to the potential volume, profit, income or success of the business licensed under this Agreement.

C. Franchisee acknowledges Franchisor or its agent has provided Franchisee with a Disclosure Document not later than the earlier of the first personal meeting held to discuss the sale of the Franchise, fourteen (14) calendar days before the execution of this Agreement, or fourteen (14) calendar days before the payment of any consideration. Franchisee further acknowledges that Franchisee has read

such Disclosure Document and understands its contents.

D. Franchisee acknowledges that Franchisor has provided Franchisee with a copy of this Agreement and all related documents, fully completed, at least five (5) business days prior to Franchisee's execution hereof or the payment or deposit of any funds by Franchisee to Franchisor.

E. Franchisee acknowledges that it is not, nor is it intended to be, a third-party beneficiary of any other agreement or contractual relationship to which Franchisor is a party. Franchisee also acknowledges that the relationship between the parties is contractual, and no fiduciary relationship is intended to be created hereby.

F. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to this Agreement or the relationship thereby created.

G. If Franchisee is a corporate entity, Franchisee agrees and represents that it has the authority to execute, deliver and perform its obligations under this Agreement and it is duly organized and validly existing in good standing under the laws of the sate of its formation and has full corporate power and authority under its formation and governing documents to execute and deliver this Agreement and to carry out all terms and conditions set forth herein. Franchisee further represents that it will maintain a listing of all persons holding an ownership interest in Franchisee and that Franchisee will provide revised listings as may be necessary during the term of this Agreement to reflect any changes in the information set forth therein and as requested by Franchisor. Franchisee shall ensure all individuals owning any interest or share of stock of any kind or nature equaling a ten percent (10%) or greater equity interest in Franchisee or the Franchised Business execute a Guaranty attached hereto.

ARTICLE XXVIII
SUBMISSION OF AGREEMENT

The submission of this Agreement to Franchisee does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Franchisor and Franchisee. THIS AGREEMENT SHALL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY A DULY AUTHORIZED OFFICER OF FRANCHISOR. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL AND UNLESS FRANCHISEE SHALL HAVE BEEN FURNISHED BY FRANCHISOR WITH ANY DISCLOSURE, IN WRITTEN FORM, AS MAY BE REQUIRED UNDER APPLICABLE LAW.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written.

ATTEST:

FRANCHISOR:
HIGH TOUCH INVESTMENT CORP.

By:_____
Name:_____
Title: President

_____
Secretary

WITNESS:

FRANCHISEE:

_____

By:_____

_____

ATTACHMENT "A"

DESCRIPTION OF DESIGNATED TERRITORY

The approved location for Franchisee's Franchised Business shallbe: _____

_____

Franchisee's Designated Territory shall be designated asfollows:

_____
_____
_____
_____

FRANCHISOR: **HIGH TOUCH INVESTMENT CORP.**

By:_____
Name:_____
Its:_____

FRANCHISEE:

By:_____
Name:_____
Its:_____

EXHIBIT "A"

HIGH TOUCH INVESTMENT CORP.
FRANCHISE AGREEMENT

GUARANTY

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (hereinafter the "Agreement") dated_____, 20_, by and between High Touch Investment Corp., a Florida corporation, whose principal mailing address is PO Box 8495, Asheville, North Carolina 28814 (hereinafter "Franchisor") and _____ (hereinafter "Franchisee"), each of the undersigned Guarantors agree as follows:

1. The Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, including, without limitation, the complete and prompt payment of all indebtedness to Franchisor under the Agreement and any revisions, modifications and amendments thereto (hereinafter collectively referred to as the "Agreement"). The word "indebtedness" is used herein in its most comprehensive sense and includes, without limitation, any and all advances, debts, obligations, and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of the Guarantors are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action.

3. If the Franchisee is a corporation or partnership, Franchisor shall not be obligated to inquire into the power or authority of the Franchisee or its partners or the officers, directors, or agents acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations or partnerships, it shall be conclusively presumed the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations or partnerships.

4. Franchisor, its successors and assigns may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the liabilities, whether or not it or its successors have resorted to any property securing any of the liabilities or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the liabilities; (b) release or compromise any liability of any of the undersigned hereunder or any liability of any party or parties primarily or secondarily liable on any of the liabilities; and (c) extend, renew or credit any of the liabilities for any period (whether or not longer than the original period); alter, amend or exchange any of the liabilities; or give any other form of indulgence, whether under the Agreement or otherwise.

5. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including, without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the foregoing Agreement and of the amount and terms thereof; and notice of all defaults, disputes or

controversies between Franchisee and Franchisor resulting from such Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. In the event any dispute between the Franchisor and the Guarantors cannot be settled amicably, the parties agree said dispute shall be settled in accordance with the Commercial Rules of the American Arbitration Association. The Arbitration shall be held in Asheville, North Carolina, or the then-current national headquarters of the Franchisor. The undersigned agree to pay all expenses paid or incurred by Franchisor in attempting to enforce the foregoing Agreement and this Guaranty against Franchisee and against the undersigned and in attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collection is by or through an attorney. Any waiver, extension of time or other indulgence granted from time to time by Franchisor or its agents, successors or assigns with respect to the foregoing Agreement shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

7. This Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors hereunder.

8. If more than one person has executed this Guaranty, the term "the undersigned" as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the____ day of_____, _____.

_____
Signature

_____
Printed Name

_____

_____
Home Address

_____
Home Telephone

_____
Date

EXHIBIT "B"

HIGH TOUCH INVESTMENT CORP.
FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, High Touch Investment Corp. (the "**Franchisor**") and you are preparing to enter into a franchise agreement (the "**Franchise Agreement**") for the establishment and operation of a High Touch-High Tech Franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("**Broker**") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing High Touch-High Tech Franchise from an existing Franchisee, you may have received information from the transferring Franchisee, who are not employees or representatives of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing High Touch-High Tech Franchise from an existing Franchisee?

Yes_____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes_____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes_____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes_____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes_____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes_____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

_____

8. Have you discussed the benefits and risks of establishing and operating a High Touch-High Tech Franchise with an attorney, accountant, or other professional advisor?

Yes_____ No _____

If No, do you wish to have more time to do so?

Yes_____ No _____

9. Do you understand that the success or failure of your High Touch-High Tech Franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes_____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular High Touch-High Tech Franchise operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the High Touch-High Tech Franchise will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the High Touch-High Tech Franchise that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a High Touch-High Tech Franchise?

Yes_____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes_____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes_____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes_____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

_____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

_____

_____

_____

_____

I signed the Franchise Agreement and Addendum (if any) on_____, 20 , and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

_____

_____

_____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this_____day of_____, 20____.

Sign here if you are taking the franchise as an

INDIVIDUAL

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

_____
Print Name of Legal Entity

By:_____
Signature

Print Name_____

Title_____

EXHIBIT "C"

HIGH TOUCH INVESTMENT CORP.
FRANCHISE AGREEMENT

EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

This Agreement is made this ____ day of_____, 20__, by and between HIGH TOUCH INVESTMENT CORP. (the "Company"), with its principal mailing address at PO Box 8495, Asheville, North Carolina 28814,_____, a franchisee of the Company, with its principal place of business at_____("Employer") and _____ residing at_____("Employee").

The Company sells franchises for the operation of an outreach program under the name "High Touch-High Tech" which offers science educational programs to bring hands-on, participatory science experiences to classrooms and homes, as well as providing after school programs, holiday mini camp programs, summer programs, preschool programs and birthday parties ("Franchised Business").

The Company has expended considerable time, effort and expense to acquire knowledge and experience in the business of marketing its services to the general public. Furthermore, the Company has developed a system for the operation of the Franchised Business. The System is operated according to certain confidential and proprietary procedures which include: a distinctive trade name and logo, equipment requirements, copyrighted advertising campaigns and materials, copyrighted course materials and other items used in operating procedures and certain business techniques, including procedures and instructions set forth in the Company's operations and procedures manual, instructional materials and training programs, research and development, product and service development plans and trade secrets and intellectual property (collectively, the "Confidential Information").

During the course of employment with Employer, Employee has been or will be exposed to and become familiar with various aspects of concepts, designs, procedures, processes and other Confidential Information proprietary to the Company and Employer, and will continue to gain such exposure to and familiarity with such information while employed by Employer. The Company and Employer desire to be assured by Employee that any such information gained during employment with Employer will be regarded as proprietary information and will not be disclosed to any third parties during or after employment, and that Employee will not compete with Employer, the Company or its affiliates.

In consideration of the [continued] employment of Employee by Employer, the [continued] compensation of Employee by Employer during the duration of employment, the [continued] use and enjoyment by Employee of Employer's Centers and equipment, the [ongoing] disclosure to Employee of Employer's confidential and proprietary information, the [continued] opportunity for Employee to serve Employer's clients and students, and the mutual covenants contained herein, the parties agree:

A. Confidentiality. Employee recognizes and acknowledges that during the course of his or her employment, he or she will have access to certain Confidential Information not generally known to the public relating to the products, sales or business of Employer and the Company. Employee recognizes and acknowledges that this Confidential Information constitutes a valuable, special and unique asset of Employer and the Company, access to and knowledge of which are essential to the performance of Employee's duties. Employee acknowledges and agrees that all such Confidential Information, including, without limitation, that which Employee conceives or develops, either alone or with others, at any time during his or her employment by Employer, is and shall remain the exclusive property of the Company.

B. Non-disclosure. Employee agrees that, except as directed by Employer or the Company, Employee will not at any time, whether during or after employment with Employer, use or disclose to any person for any purpose other than for the benefit of Employer or the Company any Confidential Information, or permit any person to use, examine and/or make copies of any documents, files, data or other information sources which contain or are derived from Confidential Information, whether prepared by Employee or otherwise coming into the Employee's possession or control, without the prior written permission of Employer.

C. Company Materials. Employee will safeguard and return to Employer upon termination of Employee's employment with Employer, or sooner if Employer so requests, all documents and property in Employee's care, custody or control relating to his or her employment or Employer's or the Company's business, including, without limitation, any documents that contain the Confidential Information.

D. Other Employment While Employed by Employer. While employed by Employer, Employee shall not do work that competes with or relates to any of Employer's or the Company's products or activities without first obtaining Employer's written permission. Any business opportunities related to Employer's or the Company's business that Employee learns of or obtains while employed by Employer (whether or not during working hours) shall belong to Employer.

E. Non-competition After Employment by Employer Ends. For a period of two (2) years after Employee's employment by Employer terminates, Employee will not, directly or indirectly, within twenty-five (25) miles of any High Touch-High Tech Franchised Business, including Employer's: (a) sell, market or propose to sell or market the services that compete or will compete with the Employer's or Company's then-existing business, or (b) become an employee, employer, consultant, officer, director, partner, trustee or shareholder of more than five (5%) percent of the outstanding common stock of, or provide services or information to any person or entity that sells, markets or proposes to sell or market the services performed by the Company.

F. Saving Provision. The parties agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph, including the scope of the restricted activities described therein and the duration and geographic extent of such restrictions, are fair and reasonably necessary for the protection of Confidential Information, goodwill, and other protectable interests, in light of all of the facts and circumstances of the relationship between the Company, Employee and Employer. In the event a court of competent jurisdiction should decline to enforce any provision of the preceding paragraph, such paragraph shall be deemed to be modified to restrict Employee's competition to the maximum extent, in both time and geography, which the court shall find enforceable.

G. No Guarantee of Employment. This Agreement does not constitute a guarantee of continued employment. Employee's employment is terminable at any time by Employer or Employee, with or without cause or prior notice, unless otherwise provided in a written employmentagreement.

H. No Conflicting Agreements. Employee is not a party to any agreements, such as confidentiality or non-competition agreements, that limit Employee's ability to perform his or her duties for Employer.

I. Injunctive Relief. The Employee acknowledges that disclosure of any Confidential Information or breach or threatened breach of any of the non-competition and nondisclosure covenants or other agreements contained herein would give rise to irreparable injury to Employer or the Company, which injury would be inadequately compensable in money damages. Accordingly, Employer or the Company, at its sole discretion, may seek and obtain injunctive relief from the breach or threatened

breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available. Employee further acknowledges, agrees and stipulates that, in the event of the termination of employment with the Employer, the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different and non-competing nature with his or her activities as an employee of Employer; and that the enforcement of a remedy hereunder by way of injunction will not prevent the Employee from earning a reasonable livelihood. Employee further acknowledges and agrees that the covenants contained herein are necessary to protect the legitimate business interests of Employer and the Company and are reasonable in scope and content.

J. Enforcement. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action against the Company, Employer by Employee, whether predicated on this Agreement or otherwise.

K. Governing Law. The Agreement shall be construed in accordance with the internal laws of the State of North Carolina. Employee's obligations under this Agreement supplement and do not supersede the obligations imposed on Employee by the laws of the State of North Carolina and the United States of America.

L. Legal Expense. In any suit, proceeding or action to enforce any term, condition or covenant of this Agreement or to procure an adjudication or determination of the rights of the Company, Employer or Employee, the prevailing party shall be entitled to recover from the other party reasonable sums as attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including any appeal, which sums shall be included in any judgment or decree entered therein.

M. Waiver of Breach. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by any party.

DATED this____day of_____,____.

EMPLOYEE: _____

Name:_____

EMPLOYER: _____

By: _____

Its _____

THE COMPANY: HIGH TOUCH INVESTMENT CORP.

By: _____

Its _____

EXHIBIT "D"

HIGH TOUCH INVESTMENT CORP.
FRANCHISE AGREEMENT

TELEPHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

FOR VALUE RECEIVED, the undersigned ("Franchisee") irrevocably assigns the telephone listing and numbers stated below and any successor, changed or replacement number or numbers effective upon the date of termination of the Franchise Agreement described below to High Touch Investment Corp. upon the following terms:

1. This assignment is made under the terms of the High Touch Investment Corp. Franchise Agreement dated_____authorizing Franchisee to do business as a "High Touch-High Tech" Franchised Business (the "Franchise Agreement") between Franchisor and Franchisee, which in part pertains to the telephone listing and numbers the Franchisee uses in the operation of the High Touch-High Tech Franchised Business covered by the Franchise Agreement.

2. Franchisee retains the limited right to use the telephone listing and numbers only for transactions and advertising under the Franchise Agreement while the Franchise Agreement between Franchisor and Franchisee remains in full force, but upon termination or expiration of the Franchise Agreement, the Franchisee's limited right of use of the telephone listing and numbers also terminates. In this event, Franchisee agrees to immediately discontinue use of all listings and numbers. At Franchisor's request, Franchisee will immediately sign all documents, pay all monies, and take all other actions necessary to transfer the listings and numbers to Franchisor.

3. The telephone numbers and affiliated listings subject to this assignment are: _____ and all numbers on the rotary series and all numbers the Franchisee uses in the Franchised Business in the future.

4. Franchisee shall pay all amounts owed for the use of the telephone numbers and affiliated listings it incurs. On termination or expiration of the Franchise Agreement, Franchisee shall immediately pay all amounts owed for the listings and telephone numbers, whether or not due, including all sums owed under existing contracts for telephone directory advertising.

5. Franchisee appoints Franchisor as its attorney-in-fact to act in Franchisee's place, for the purpose of assigning any telephone number covered by Paragraph 3 above to Franchisor or Franchisor's designees or transferees. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of these powers, including full power of substitution and signing or completion of all documents required or requested by any telephone company to transfer the numbers, and ratifies every act that Franchisor lawfully performs in exercising those powers.

This power of attorney is effective for five (5) years from the date of expiration, cancellation or termination of Franchisee's rights under the Franchise Agreement for any reason.

Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all right to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney is not affected by the Franchisee's later incapacity. This power is created to secure performance of a duty to Franchisor and is for consideration.

THE PARTIES have caused this Agreement to be duly signed as evidenced by their signatures appearing below.

FRANCHISEE: EACH OF THE BELOW PERSONS AGREES TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT, IN BOTH INDIVIDUAL AND REPRESENTATIVE CAPACITIES.

Signed the_____ day of_____, ____

_____

By: _____

FRANCHISOR:

Signed and accepted as of the_____day of_____, ____

HIGH TOUCH INVESTMENT CORP.

By: _____

EXHIBIT "E"

HIGH TOUCH INVESTMENT CORP.
FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER FORM

AUTHORIZATION AGREEMENT FOR DIRECT DEBIT

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DEBITS)

Company Name _____ Company ID Number _____

I, (We) hereby authorize High Touch Investment Corp. hereinafter called COMPANY, to initiate debit entries and/or credit correction entries to my (our) Checking_____Savings_____ account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

Depository Name _____ Branch _____

City _____ State _____ Zip Code _____

Bank Transit/ABA Number _____ Account Number _____

This authority is to remain in full force and effect until DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the DEPOSITORY a reasonable opportunity to act on it. A customer has the right to stop payment at any time up to three (3) banking days before the scheduled date of the transfer of a debit entry by notification to DEPOSITORY. If an erroneous debit entry is initiated by COMPANY to a customer's account, customer shall have the right to have the amount of such entry credited to such account by DEPOSITORY, if within fifteen (15) calendar days following the date on which DEPOSITORY sent to customer a statement of account or a written notice pertaining to such entry or forty-six (46) days after posting, whichever occurs first, the customer shall have sent to DEPOSITORY a written notice identifying such entry, stating that such entry was in error and requesting DEPOSITORY to credit the amount thereof to such account.

These rights are in addition to any rights a customer may have under federal and state banking laws.

Name(s) _____ Social Security/ID Number _____

Signature _____ Date _____

EXHIBIT F

PROMISSORY NOTE WITH PERSONAL GUARANTY

PROMISSORY NOTE

$_____ [City, State]

Dated: _____

FOR VALUE RECEIVED, the undersigned,_____("Maker"), a _____ corporation maintaining an office at _____, hereby promises to pay to the order of High Touch Investment Corp. ("Payee"), a Florida corporation with its mailing address at PO Box 8495, Asheville, North Carolina 28814, the principal sum of _____ Thousand and 00/100 ($___,000.00) Dollars. Said principal shall be payable with interest thereon at the rate of four percent (4%) per annum in forty-eight (48) monthly installments of principal and interest in the amount of _____ ($_____) Dollars each, commencing on the date hereof, and continuing thereafter on the first day of each of the following forty-seven (47) months.

Maker shall have the right to prepay this Note in whole at any time or in part from time to time without penalty or premium, provided that on each prepayment Maker shall pay accrued interest on the principal amount so prepaid to the date of such prepayment, and each partial prepayment shall be applied to the installments of this Note in inverse order of their stated maturities.

All payments by Maker on account of principal or interest hereunder shall be made in lawful money of the United States of America, in immediately available funds.

This Note represents the balance owed to Payee under that certain Franchise Agreement, dated _____, between Maker and Payee (the "Franchise Agreement"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the meanings assigned to them in the Franchise Agreement.

Each of the following shall be an "Event of Default" under this Note:

1. Maker shall fail to make any payment of principal of or interest on this Note on the due date therefor;

2. Any judgment against Maker or any attachment, levy or execution against any of its properties for any amount shall remain unpaid, or shall not be released, discharged, dismissed, or fully bonded for a period of thirty (30) days or more after its entry, issue or levy, as the case may be;

3. Maker shall become insolvent (however evidenced) or be unable, or admit in writing its inability, to pay its debts as they mature;

4. Maker shall make an assignment for the benefit of creditors, or a trustee, receiver or liquidator shall be appointed for Maker or for any of its property, or the commencement of any proceedings by Maker under any bankruptcy, reorganization, arrangement of debt, insolvency, receivership, liquidation or dissolution law or statute, or the commencement of any such proceedings without the consent of Maker, and such proceedings shall continue undischarged for a period of thirty (30) days; or

5. The breach by Maker of any representation, warranty or covenant contained in or made pursuant to the Franchise Agreement.

Upon the occurrence of an Event of Default, Payee may declare the entire unpaid principal amount of this Note and all interest accrued and unpaid hereon to be forthwith due and payable, whereupon the same shall become and be immediately due and payable (time being of the essence of this Note), and recapture the Franchise Agreement and territory associated therewith.

After an Event of Default, interest on the unpaid balance of this Note shall accrue and be payable at the maximum contract rate permitted by law. If an Event of Default should occur, Maker will pay all costs and expenses of enforcement and collection of this Note, including attorneys' fees.

No failure on the part of Payee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Payee of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

This Note shall be construed in accordance with the laws of the State of North Carolina.

This Note shall be binding upon Maker and its successors and assigns, and the terms hereof shall inure to the benefit of Payee and its successors and assigns, including subsequent holders hereof.

Maker hereby waives presentment, demand, protest, dishonor and all other notices and demands in connection with the delivery, acceptance, performance default or endorsement of this Note, and consents to any and all extensions of time, or terms of payment of this Note.

Maker hereby irrevocably consents to the jurisdiction of any applicable North Carolina State or federal court over any action or proceeding arising out of any dispute between Maker and Payee, and

Maker further irrevocably consents to the service of process in any such action or proceeding by the mailing of a copy of such process to Maker at the address set forth above.

Maker expressly waives any and every right to a trial by jury in any action on or related to this Note or the enforcement thereof.

_____
Maker

By: _____
Title: _____

INDIVIDUAL GUARANTY OF PROMISSORY NOTE

In consideration of any financial accommodations previously, now or hereafter made or granted by High Touch Investment Corp. ("Lender") to or for the account of_____("Borrower"), under that certain Promissory Note (the "Note") dated_____, 20 payable by Borrower to Lender, said Note having been delivered in connection with that certain Franchise Agreement between Borrower as Franchisee and Lender as Franchisor dated_____, 20___(the "Franchise Agreement"), and in order to induce Lender to accept the Note from Borrower, _____ ("Principal"), being the_____[title] and the holder of a majority interest in Borrower, hereby guarantees: (i) the prompt payment to Lender of all sums which may in any manner whatsoever be presently due and owing and of all sums which shall in the future become in any manner whatsoever due and owing to Lender from Borrower under the Note whether by acceleration or otherwise; and (ii) the due performance by Borrower of all its obligations under the Note.

Principal also agrees: (a) that the liability of Principal is DIRECT, ABSOLUTE AND UNCONDITIONAL and may be enforced without (i) requiring Lender first to resort to any other right, remedy or security or (ii) regard to the validity, regularity or enforceability of any obligation or purported obligation of Borrower under the Note or otherwise; (b) that this Guaranty shall not be impaired by any modification or extension of the Note or any other agreement between Borrower and Lender, nor by any modification or release of any of the obligations hereby guaranteed or of any security therefor, nor by any agreement or arrangement whatsoever with Borrower or anyone else; (c) that Principal shall be liable to Lender for all attorneys' fees and costs incurred by Lender by reason of this Guaranty or in connection with or arising out of or in enforcing any rights granted Lender hereunder or in any respect relating to the Note; (d) that Principal shall not have any right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and obligations of Borrower to Lender, unless and until all of Borrower's obligations in respect of the Note have been paid in full; (e) that if Borrower or Principal shall at any time become insolvent or make a general assignment or if a petition in bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by or against Borrower or Principal, any and all obligations of Principal shall, at Lender's option, become immediately due and payable without notice; (f) that this Guaranty is, as to Principal, a continuing Guaranty which shall remain effective until all obligations of Borrower to Lender shall be paid in full; (g) that nothing shall discharge or satisfy the liability of Principal except the full payment and performance of all Borrower's debts and obligations to Lender in respect of the Note; (h) that any and all present and future debts and obligations of Borrower to Principal are hereby waived and postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of Borrower to Lender.

Principal warrants and represents to and covenants with Lender that: this Guaranty contains Principal's entire agreement with respect to Principal's guarantee of Borrower's obligations; all prior agreements, commitments, understandings, representations, warranties and negotiations in connection herewith, if any, are hereby merged into this Guaranty; and no oral representations shall in any manner whatsoever modify or explain any of the terms and conditions of this Guaranty. This Guaranty may not be changed or terminated in any manner whatsoever except in writing signed by Principal and Lender.

Principal covenants with Lender that Principal has the full legal right, power and authority to execute this Guaranty; and that none of Principal's obligations hereunder will result in any breach of any provision of any agreement or instrument to which Principal is a party or by which Principal is bound.

PRINCIPAL WAIVES: (a) notice of acceptance hereof; (b) THE RIGHT TO A JURY TRIAL IN ANY ACTION HEREUNDER; (c) presentment, demand and protest of any instrument and notice thereof; (d) notice of default; (e) all other notices or formalities to which Principal is or might be entitled whether by law or otherwise; and (f) all rights of set-off.

Principal's obligations under this Guaranty shall include all amounts paid by or on behalf of Borrower which may be recovered by any person or entity as a preference, fraudulent transfer or conveyance or similar transfer and all of Lender's costs and expenses of the defense of any action for such recovery.

This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto, shall be governed, construed and interpreted according to the laws of the State of North Carolina. Principal hereby agrees that all actions or proceedings arising directly or indirectly, in connection with, out of or related to this Guaranty ("Litigation") shall be litigated, in Lender's sole discretion and election, in state and federal courts in North Carolina, and Principal hereby subjects himself and consents to the jurisdiction and venue of the federal and state courts located in the State of North Carolina, as the exclusive jurisdiction in any action or proceeding brought by Principal arising out of this Guaranty, and any documents or agreements executed in connection therewith, and designates such Courts as the exclusive jurisdiction and the proper venue for any action brought against Principal.

This Guaranty shall be binding upon the successors and assigns of Principal and shall inure to the benefit of Lender's successors and assigns. This Guaranty shall apply in favor of and be jointly and severally enforceable by Lender and each of its affiliates, successors and assigns.

PRINT NAME:_____, GUARANTOR
SIGNATURE:_____
DATE:_____
HOME ADDRESS: _____
_____
_____

ACKNOWLEDGMENT

STATE OF_____)
ss.:
COUNTY OF_____)

On the_____day of_____, in the year 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same and that by his/her signature on the instrument, the person executed the instrument.

_____
Notary Public

EXHIBIT D TO THE DISCLOSURE DOCUMENT

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Science Experiences That Come To You™

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Science Experiences That Come To You™

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EXHIBIT E TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES
(as of December 31, 2021)

Franchises – United States Locations

Name	Business	Address	Phone	Email	Territory
Patrick Simmons	High Touch-High Tech® of West Los Angeles	19122 Nashville St. Porter Ranch, CA 91326	818-481-4911	info@ScienceMadeFunWLA.net	West LA County, California
Shalini Wadwani	High Touch-High Tech® of the Bay Area	PO Box 3052 Saratoga, CA 95070	408-982-6710	info@ScienceMadeFunSFBA.net	Santa Clara County, California
Rashid & Ramiya Zainulbhai	High Touch-High Tech® of Connecticut	11 Tubbs Springs Ct., Weston, CT 06883	203-227-8112 800-311-9993	info@ScienceMadeFunCT.net	Connecticut – Counties of Fairfield, New Haven, Litchfield, Hartford, Middlesex, Tolland, New London, Windham
Farron Burton, Pilly Puertas, Nichole Luchini	High Touch-High Tech®	8100 Belvedere Road, Unit 2, West Palm Beach, FL 33411	561-792-3785 800-639-7923	info@ScienceMadeFunSFL.net	South Florida – Counties of Palm Beach, Martin, Broward
Anna Amest	High Touch-High Tech® of Greater Tampa Bay	16350 Bruce B. Downs Blvd. #48511 Tampa, FL 33646	813-426-7783	info@ScienceMadeFunTPA.net	Florida – Counties of Hillsborough, Pinellas, Pasco, Hernando, Polk

Name	Business	Address	Phone	Email	Territory
Judy Alexander	High Touch-High Tech®	116 Satsuma Street Tallahassee, FL 32301	850.980.5041	info@ScienceMadefunNFL.net	Tallahassee and Jacksonville, Florida – Counties of Leon, Jefferson, Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Franklin, Liberty, Gadsden, Wakulla, Madison, Taylor, Hamilton, Suwanee In Georgia – Counties of Seminole, Decatur, Grady, Thomas, Brooks, Lowndes, Echols In Alabama – Counties of Echols, Clarke, Baldwin, Monroe, Escambia, Conecuh, Covington, Coffee, Dale, Geneva, Houston
Helene Nelms	High Touch-High Tech® of Greater Atlanta, Inc.	11205 Alpharetta Hwy., Ste H-3, Roswell, GA 30076	770-667-9443 800-200-2054	info@ScienceMadeFunATL.net	Greater Atlanta – Counties of Fulton, Cobb, Gwinette, Dekalb, Columbus
Victoria Harris	High Touch-High Tech® Chicagoland	P.O. Box 789, Minooka, IL 60447	630-227-4848 866-907-4848	info@ScienceMadeFunCHI.net	Chicago/North Illinois – Counties of Cook, Lake, DuPage

Name	Business	Address	Phone	Email	Territory
Rita Advani	High Touch-High Tech® of New England	P.O. Box 279, Wrentham, MA 0209	508-384-5020	info@ScienceMadeFunNE.net	Greater Boston, MA & Providence, RI
Genia Sklute	High Touch High Tech® of Maine	190 US Rte. 1, Ste 196 Falmouth, ME 04105	207-400-0937	info@ScienceMadeFunME.net	Maine
Ryan Stipp	High Touch-High Tech®	PO Box 945 Belleville, MI 48112	248-845-8449	info@ScienceMadeFunDET.net	Michigan – Counties of Wayne and Macomb
Ryan Stipp	High Touch-High Tech®	P.O. Box 945, Belleville, MI 48112	248-926-5500 866-928-5520	info@ScienceMadeFunOAK.net	Oakland County, Michigan
Tim Schrader Adam Hesch	High Touch High Tech® of Minneapolis & St. Paul	5123 W. 98th St., #195, Bloomington, MN 55437	952-888-1839	info@ScienceMadeFunMSP.net	Minneapolis & St. Paul, MN
Tom Pisciotta	High Touch High Tech® of NNJ	24 Lindy Place, Old Tappan, NJ 07675	201-847-0199	info@ScienceMadeFunNNJ.net	Northern New Jersey – Counties of Bergen, Passaic, Sussex, Morris, Union Counties in New York –Rockland
Jennifer Aikman	High Touch-High Tech®	1643 B Savannah Highway, #174 Charleston, SC 29407	843-224-9276	info@ScienceMadeFunCHS.net	Charleston, SC and Savannah, GA

Name	Business	Address	Phone	Email	Territory
Curt & Heather Moothart	High Touch-High Tech® Dallas-Ft. Worth Metroplex	PO Box 2895, McKinney, TX 75070	972-369-0304 877-369-0302	info@ScienceMadeFunDFW.net	Dallas/Fort Worth, Texas – Counties of Dallas, Plano, McKinney, Wylie, Rockwall, Mesquite, University Park, Irving, Euless, Grapevine, Denton, Grand Prairie, Lancaster, Duncanville, Carrollton, Coppell, Lewisville, Allen, Frisco, Abilene, Richardson

Franchises – Canadian Locations

Name	Business	Address	Phone	Email	Territory
Ken Wilson	High Touch-High Tech® of Vancouver	106- 6994 Greenwood Street Burnaby, BC V5A 1X8 Canada	778-737-5277	info@ScienceMadeFunBC.net	Greater Vancouver, BC
Cindy Chepil	High Touch High Tech® of the Okanagan	#111, 2417 Main Street West Kelowna, BC V4T 2H8 Canada	250-769-1446	info@ScienceMadeFunOK.net	The Okanagan Valley, BC

Franchises – Foreign Locations

Name	Business	Address	Phone	Email	Territory
Liang Zhou Lily Qu	HT2 Science of China	Center #1 3rd Floor03, Huajing Tianjie Shopping Center, 459 Huajing Road, Xuhui District, Shanghai 200231 China	33283990	liang.zhou@mystemchina.com lily.qu@mystemchina.com	Shanghai, China
Liang Zhou Lily Qu	HT2 Science of China	Center #2 上海市闵行区剑川路1000号	33283990	liang.zhou@mystemchina.com lily.qu@mystemchina.com	Shanghai, China

Rafat Khanfar	High Touch High Tech of Qatar	Al Bustan Villa 43 Al Khazna Street 228 Al Waab P.O. Box 13079 Doha, Qatar	974-3120-0011	info@ScienceMadeFun-Qatar.net	Qatar
Ezekiel Chew & Evelyn Suet Fern	High Touch High Tech® of Singapore	Project Science LLP 896 Dunearn Road, Sime Darby Centre #03-10D, Singapore 589472	65-64626122	info@ScienceMadeFunSG.net	Singapore
Jeong Soo Mok	High Touch-High Tech® of Korea (Master Franchise)	3rd FL. Kang-ho Building, 1188-1 Gaepo-dong Gangnam-gu, Seoul, South Korea	82-2-529-2377	info@ScienceMadeFunKR.net hthtjsmok@gmail.com	South Korea
Yasmine Ghallab	High Touch High Tech® of Casablanca, Morocco Science-c-Cool	39, Ave Lalla Yacout, Apt D Casablanca 20080 Morocco	212.691.810.910	info@SciencecCool.com	Casablanca, Morocco
Omobolanle Olukaode	High Touch High Tech - Science Made Fun® of Nigeria	PO Box 11398 Garki, Abuja Nigeria 90001	09057575714	info@ScienceMadeFunNG.net	Nigeria
Turgay Ulgen, Yunus Erduran, & Zeynep Ulker	High Touch High Tech® of Turkey Eglenceli Bilim	6190/3 Sokak No: 1/A Demirkopru Karsiyaka, Izmir Turkey	+90 232 366 3757	info@eglencelibilim.com turgay@eglencelibilim.com	Turkey - Izmir
Ilham Sebti Benani	Science Made Fun® of Dubai	Building 1 Emaar Business Park The Greens Dubai, UAE	04 554 3340	info@ScienceMadeFunDubai.com	Dubai, UAE
Ha Le & Hong Tran Science Discovery Joint Stock Company	High Touch High Tech® of Hanoi, Vietnam	Floor 2A, N09-B2 Tower Dich Vong, Cau Giay District Hanoi, Vietnam 10000	84-90341-7944	info@ScienceMadeFunVietnam.net	Hanoi, Vietnam

EXHIBIT F TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
(as of December 31, 2021)

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

Franchisees Who Have Left the System in the Previous Fiscal Year – United States Locations

Name	Business	Address	Phone	Email	Territory

Franchisees Who Have Left the System in the Previous Fiscal Year - Foreign Locations

None.

EXHIBIT G TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

UNAUDITED FINANCIAL STATEMENTS AS OF SEPTEMBER 30, 2022

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION TO THE CONTENT OR FORM.

High Touch Investment Corp.

Balance Sheet

As of September 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Petty Cash	0.00
1101 Bank of America - Operating	210,979.32
1104 Business Maximizer Acct (MM)	1,355.28
1105 PayPal	0.00
Total Bank Accounts	**$212,334.60**
Accounts Receivable	
11000 Accounts Receivable - VND	-417.00
1200 Accounts Receivable	9,811.70
1201 Allowance for Doubtful Accounts	0.00
Total 1200 Accounts Receivable	**9,811.70**
Total Accounts Receivable	**$9,394.70**
Other Current Assets	
1220 Due To/From Affiliates	0.00
1225 Due From Consolidated Funding	0.00
1230 Due To/From HTHT	23,540.32
1300 Rental deposit	1,950.00
1499 Undeposited Funds	0.00
Total Other Current Assets	**$25,490.32**
Total Current Assets	**$247,219.62**
Fixed Assets	
1810 Furniture and Fixtures	6,240.47
1820 Office Equipment	18,808.68
1890 Accumulated Depreciation	-23,624.72
Total Fixed Assets	**$1,424.43**
Other Assets	
1250 Franchises Receivable	
1251 N/R - Charleston	0.00
1252 N/R - Chicagoland North	0.00
1253 N/R - CONN	0.00
1254 N/R - Dallas	0.00
1255 N/R - Memphis	0.00
1256 N/R - Scihigh	0.00
1257 N/R - SnoKing, WA	0.00
1259 N/R - TAMPA/ST PETE	0.00
1260 N/R - Vancouver	0.00
1261 N/R - Westchester	0.00
1262 N/R - OKANAGAN	0.00
1263 N/R- CNJ	0.00

High Touch Investment Corp.

Balance Sheet

As of September 30, 2022

	TOTAL
1264 N/R - Morocco	10,066.28
1265 N/R - Twin Cities	0.00
Total 1250 Franchises Receivable	**10,066.28**
1895 Accumulated Amortization	-4,950.00
1900 Organizational Costs	4,950.00
Morgan Stanley 7314	102,994.00
Total Other Assets	**$113,060.28**
TOTAL ASSETS	**$361,704.33**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	-500.00
Total Accounts Payable	**$ -500.00**
Credit Cards	
1611 BOA CC 7962	-60,617.38
BoA CC 5422	57,699.63
Total 1611 BOA CC 7962	**-2,917.75**
1612 BoA CC 0362	2,452.17
Total Credit Cards	**$ -465.58**
Other Current Liabilities	
2500 HSA Deposits	0.00
Customer Deposits	0.00
Natalie Shaw N/P	38,513.00
Total Other Current Liabilities	**$38,513.00**
Total Current Liabilities	**$37,547.42**
Long-Term Liabilities	
2150 Deferred income	438,838.00
EIDL Loan	150,000.00
SBA Loan	150,000.00
Total Long-Term Liabilities	**$738,838.00**
Total Liabilities	**$776,385.42**
Equity	
1520 Capital Stock	1,000.00
2901 Distributions	-919,254.88
3000 Opening Bal Equity	-32,116.34
3500 Retained Earnings	416,339.25
Net Income	119,350.88
Total Equity	**$ -414,681.09**
TOTAL LIABILITIES AND EQUITY	**$361,704.33**

High Touch Investment Corp.

Profit and Loss

January - September, 2022

	TOTAL
Income	
4000 Royalties	75,394.74
4010 Franchise Fees	0.00
4050 Sales	24,989.65
4070 Services	0.00
Accumulated other comprehensive income	131,900.00
Unapplied Cash Payment Income	0.00
Total Income	**$232,284.39**
Cost of Goods Sold	
5010 Supplies	856.89
Total Cost of Goods Sold	**$856.89**
GROSS PROFIT	**$231,427.50**
Expenses	
6050 OUTSIDE SERVICES	6,139.11
6110 Automobile Expense	8,107.80
6111 Car Payment	12,954.14
6112 Car Registration	545.96
Total 6110 Automobile Expense	**21,607.90**
6120 Bank Service Charges	1,982.39
6160 Dues and Subscriptions	1,329.30
6175 Copier Maintenance & Supplies	1,755.04
6180 Insurance	2,638.73
6182 Health Insurance	4,509.27
6185 Liability Insurance	249.00
6188 Insurance - Other	937.45
Total 6180 Insurance	**8,334.45**
6200 Service Fees	
6210 Finance Charge	2.43
6220 Loan Interest	3.26
Total 6200 Service Fees	**5.69**
6240 Miscellaneous	864.47
6250 Postage and Delivery	967.66
6260 Printing and Reproduction	188.40
6270 Professional Fees	5,620.00
6271 Accounting	4,608.00
6273 Bookkeeping	3,429.95
6274 Other Accounting	4,500.00
Total 6271 Accounting	**12,537.95**
6275 Legal Fees	4,152.50

High Touch Investment Corp.

Profit and Loss

January - September, 2022

	TOTAL
6279 Computer Services	211.97
Total 6270 Professional Fees	**22,522.42**
6290 Rent	3,999.90
6300 Repairs	38.06
6310 Building Repairs	37.43
6750 Janitorial Exp	99.00
Total 6300 Repairs	**174.49**
6340 Telephone	2,773.07
6350 Travel & Ent	27.47
6351 Entertainment	43.40
6352 Meals	6,796.94
6353 Travel	12,902.81
Total 6350 Travel & Ent	**19,770.62**
6360 Marketing	
6362 Advertising	2,393.66
6365 Marketing - Web	14,137.87
Total 6360 Marketing	**16,531.53**
6390 Utilities	
6391 Gas and Electric	2,029.06
6392 Water	210.61
Total 6390 Utilities	**2,239.67**
6420 PAYPAL FEES	383.12
6550 Office Supplies	1,270.60
6820 Taxes	
6825 State	200.00
Total 6820 Taxes	**200.00**
Uncategorized Expense	1,300.00
Total Expenses	**$114,339.83**
NET OPERATING INCOME	**$117,087.67**
Other Income	
4060 Interest Income	0.19
7030 Other Income	2,263.02
Total Other Income	**$2,263.21**
Other Expenses	
Ask My Accountant	0.00
Total Other Expenses	**$0.00**
NET OTHER INCOME	**$2,263.21**
NET INCOME	**$119,350.88**

HIGH TOUCH INVESTMENT CORP.
FINANCIAL STATEMENTS
DECEMBER 31, 2021

HIGH TOUCH INVESTMENT CORP.
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AKIVA MANNE
CERTIFIED PUBLIC ACCOUNTANT
905 HARRISON ST ALLENTOWN, PA 18103

INDEPENDENT AUDITOR'S REPORT

To the Shareholder of
High Touch Investment Corp.

Opinion

We have audited the financial statements of High Touch Investment Corp., which comprises the balance sheets as of December 31, 2021, and 2020, and the related statements of operations, and changes in shareholder's (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of High Touch Investment Corp. as of December 31, 2021, and 2020. and the results of its operations and its cash flows for the for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of High Touch Investment Corp., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Spend the Day Franchising, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of High Touch Investment Corp.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about High Touch Investment Corp.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Akiva Manne CPA
Allentown, PA
May 16, 2022

HIGH TOUCH INVESTMENT CORP.
BALANCE SHEETS

	DECEMBER 31	
	2021	2020
ASSETS		
Current Assets		
Cash	$ 119,553	$ 8,596
Securities held for sale	116,286	102,994
Accounts receivable	3,018	3,948
Due from related party	18,695	496
Due from franchisee	674	3,371
Total Current Assets	258,226	119,405
Security deposit	1,950	1,950
Total Assets	$ 260,176	$ 121,355
LIABILITIES AND SHAREHOLDER'S (DEFICIT)		
Current Liabilities		
Accounts payable and accrued expenses	$ 12,843	$ 29,757
Customer deposits	2,480	—
Deferred franchise fees	69,800	71,550
SBA loan	—	1,853
Total Current Liabilities	85,123	103,160
Deferred franchise fees, net of current	369,038	438,838
SBA loan, net of current	308,906	148,147
Shareholder's (Deficit)	(502,891)	(568,790)
Total Liabilities and Shareholder's (Deficit)	$ 260,176	$ 121,355

See notes to financial statements

HIGH TOUCH INVESTMENT CORP.
STATEMENTS OF OPERATIONS AND SHAREHOLDER'S (DEFICIT)

	DECEMBER 31	
	2021	2020
Revenues		
Royalties	$ 77,789	$ 70,600
Franchise fees	71,550	81,350
Other income	2,543	186
Total Income	151,882	152,136
Operating Expenses	109,631	151,953
Income From Operations	42,251	183
Other Income		
Gain on the sale of securities	511	294
Unrealized gains and losses - trading securities	12,781	11,435
Grant Income - EIDL	—	3,000
	13,292	14,729
Net Income	55,543	14,912
Shareholder's (Deficit) - Beginning	(568,790)	(488,565)
Shareholder's Contributions	10,356	(95,137)
Shareholder's (Deficit) - Ending	$ (502,891)	$ (568,790)

See notes to financial statements

HIGH TOUCH INVESTMENT CORP.
STATEMENTS OF CASH FLOWS

	DECEMBER 31	
	2021	2020
Cash Flows from Operating Activities		
Net Income	$ 55,543	$ 14,912
Adjustments to reconcile net income to net cash (used) by operating activities:		
Changes in assets and liabilities		
Accounts receivable	930	19,789
Due from related party	(18,199)	24,878
Due from franchisee	2,697	2,087
Accounts payable and accrued expenses	(16,914)	(37,688)
Customer deposits	2,480	—
Deferred franchise fees	(71,550)	(74,800)
	(45,013)	(50,822)
Cash Flows from Investing Activities		
Investment in securities	(13,292)	171
Shareholder contributions	10,356	(95,137)
	(2,936)	(94,966)
Cash Flows from Financing Activities		
SBA loan	158,906	150,000
Net Increase in Cash	110,957	4,212
Cash - Beginning of Year	8,596	4,384
Cash - End of Year	$ 119,553	$ 8,596

See notes to financial statements

1. THE COMPANY

High Touch Investment Corp. is a Florida corporation formed in December 1993 to offer franchisees the opportunity to own and operate a science educational program, which provide participatory and interactive experiences for children, in the areas of science and technology utilizing the system created by High Touch Investment Corp. The Company operates and sells franchises under the trade name "High Touch-High Tech".

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a "High Touch-High Tech" business as described above, for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions. The Company reviews the credit history of its franchisees before extending credit.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income-The Company has elected to be taxed as an "S" corporation for income tax purposes. Income for the Company passes through directly to the sole shareholder and is reported on the shareholder's individual income tax returns. Therefore, no provision or liability for federal or state income tax has been included in the financial statements.

3.SECURITIES HELD FOR SALE

The Company purchased publicly traded securities which as classified as current "securities held for sale" on the balance sheet of the Company. Unrealized gains or losses are recognized each year in the Company's Statement of Operations. For the year ended December 31, 2021, and 2020 the Company had unrealized gains of $12,781 and $11,435, respectively. At December 31, 2021, the securities available for sale were $116,286 and $102,994 respectively.

4. REVENUE RECOGNITION

The Company records revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations are recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation are amortized over the life of the related franchise agreements. Commission paid for franchises are amortized over the life of the franchise agreement. The company adopted ASU 2021-02 using the modified retrospective method, starting with January 1, 2020. Upon adoption the Company recorded deferred revenue and a cumulative effect adjustment to decrease accumulated retained earnings by $328,688 on their balance sheet.

5. DEFERRED FRANCHISE FEES

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606") as adjusted by ASU 2021-02, the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2021, and 2020, were $438,838 and $510,388, respectively.

6. RELATED PARTY TRANSACTIONS

The Company periodically advances funds to its shareholder or related companies. These advances are due upon demand and do not bear interest. At December 31, 2021, and 2020 the balance due from a related party was $18,695 and $496, respectively.

7. LOAN PAYABLE SBA

During June 2020 the company obtained a note payable of $150,000 from the US Small Business Administration. (SBA) This note is collateralized by assets of the Company, bearing interest at 3.75% with a term of 30 years. Monthly payments of $731 are scheduled begin in July 2022. Principal payments for each of the next five years and thereafter are as follows:

Due in 2022	$ -
Due in 2023	3,262
Due in 2024	3,387
Due in 2025	3,516
Due in 2026	3,650
Due after 2026	145,091
Total Loan Payable SBA	$ 158,906

During December 2021 the company obtained a note payable of $150,000 from the US Small Business Administration. (SBA) This note is collateralized by assets of the Company, bearing interest at 3.75% with a term of 30 years. Monthly payments of $731 are scheduled begin in January 2023. Principal payments for each of the next five years and thereafter are as follows:

Due in 2022	$ -
Due in 2023	3,202
Due in 2024	3,324
Due in 2025	3,451
Due in 2026	3,582
Due after 2026	136,442
Total Loan Payable SBA	$ 150,000

8. DUE FROM FRANCHISEE

At December 31, 2021 and 2020 the Company had a note receivable from a franchisee in the amount of $674 and $3,371, respectively. The note bears interest at 4% and is a current receivable.

9. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through May 16, 2022, the date the financial statements were available to be issued.

HIGH TOUCH INVESTMENT CORP.
FINANCIAL STATEMENTS
DECEMBER 31, 2020

HIGH TOUCH INVESTMENT CORP.
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AKIVA MANNE
CERTIFIED PUBLIC ACCOUNTANT
905 HARRISON ST ALLENTOWN, PA 18103

INDEPENDENT AUDITOR'S REPORT

To the Shareholder
High Touch Investment Corp.

We have audited the accompanying financial statements of High Touch Investment Corp. (the "Company") which comprise the balance sheet as of December 31, 2020, and the related statements of operations, changes in shareholder's deficit, and cash flows for the year ending December 31, 2020, and the related notes to financial statements. The financial statements for the year ending December 31, 2019, were audited by other auditors whose report dated April 27, 2020 included an unqualified opinion of those statements

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of High Tough Investment Corp. for the year ended December 31, 2020, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Akiva Manne, CPA
June 28, 2021

HIGH TOUCH INVESTMENT CORP.
BALANCE SHEETS

ASSETS

	DECEMBER 31	
	2020	2019
Current Assets		
Cash	$ 8,596	$ 4,384
Securities held for sale	102,994	103,165
Due from related party	496	25,374
Royalties receivable	3,948	23,737
Due from franchisee	3,371	5,458
Total Current Assets	119,405	162,118
Security deposit	1,950	1,950
Total Assets	$ 121,355	$ 164,068

LIABILITIES AND SHAREHOLDER'S (DEFICIT)

Current Liabilities		
Accounts payable and accrued expenses	$ 29,757	$ 67,445
SBA loan	$ 1,853	—
Deferred revenue	71,550	74,800
Total Current Liabilities	103,160	142,245
Deferred revenue, net of current	438,838	510,388
SBA loan, net of current	148,147	—
Shareholder's (Deficit)	(568,790)	(488,565)
Total Liabilities and Shareholder's (Deficit)	$ 121,355	$ 164,068

See notes to financial statements

HIGH TOUCH INVESTMENT CORP.
STATEMENTS OF OPERATIONS AND SHAREHOLDER'S EQUITY

	DECEMBER 31	
	2020	2019
Revenues		
Royalties	$ 70,600	$ 204,938
Franchise fees	81,350	12,500
Other income	186	333
	152,136	217,771
Operating expenses	151,953	267,443
Operating income	183	(49,672)
Other income		
Gain on the sale of securities	294	1,152
Unrealized gains and losses - trading securities	11,435	7,013
Grant Income - EIDL	3,000	—
	14,729	8,165
Net Income	14,912	(41,507)
Shareholder's Equity (Deficit) - Beginning	(488,565)	15,332
Restatement - Revenue Recognition	—	(328,688)
Shareholder's Distributions	(95,137)	(133,702)
Shareholder's (Deficit) - Ending	$ (568,790)	$ (488,565)

See notes to financial statements

HIGH TOUCH INVESTMENT CORP.
STATEMENTS OF CASH FLOWS

	DECEMBER 31	
	2020	**2019**
Operating Activites		
Net income (loss)	**$ 14,912**	**$ (41,507)**
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Changes in assets and liabilities		
Royalties receivable	**19,789**	**8,428**
Due from related party	**24,878**	**(14,374)**
Due from franchisee	**2,087**	**4,815**
Accounts payable and accrued expenses	**(37,688)**	**11,722**
Deferred revenue	**(74,800)**	**256,500**
	(50,822)	**225,584**
Investing Activities		
Investment in securities	**171**	**(103,165)**
Shareholder distributions	**(95,137)**	**(133,702)**
	(94,966)	**(236,867)**
Financing Activities		
SBA loan	**150,000**	**—**
	150,000	**—**
Net Increase (Decrease) in Cash	**4,212**	**(11,283)**
Cash - Beginning	**4,384**	**15,667**
Cash - Ending	**$ 8,596**	**$ 4,384**

See notes to financial statements

1. THE COMPANY

High Touch Investment Corp. (the "Company") was incorporated in 1993 under the laws of the state of Florida. The Company sells franchises to allow for use of its science-related courses, which provide participatory and interactive experiences for children, in the areas of science and technology. The Company operates and sells franchises under the trade name "High Touch-High Tech".

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a "High Touch-High Tech" business as described above, for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions. The Company reviews the credit history of its franchisees before extending credit.

Investments-The Company purchased publicly traded securities which as classified as current "securities held for sale" on the balance sheet of the Company. Unrealized gains or losses are recognized each year in the Company's Statement of Operations. For the year ended December 31, 2020, and 2019 the Company had unrealized gains of $11,435 and $7,103, respectively.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income-The Company has elected to be taxed as an "S" corporation for income tax purposes. Income for the Company passes through directly to the sole shareholder and is reported on the shareholder's individual income tax returns. Therefore, no provision or liability for federal or state income tax has been included in the financial statements.

3. REVENUE RECOGNITION

In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, *"Revenue from Contracts with Customers (Topic 606)*", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing, and uncertainty of the revenue recorded. The Company adopted the standard commencing as of January 1, 2019, using the retrospective transition method.

The new standard changed how the Company records initial franchise fees from franchisees, and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

The Financial Accounting Standards Board (FASB) has issued Accounting Standard Update ASU 2021-02, *(Subtopic 952-606): Practical Expedient* to address concerns about the complexity of applying Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers* to private company franchisors, specifically relating to the amount and timing of revenue recognition for initial franchise fees.

The ASU creates a practical expedient for private company franchisors applying ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The practical expedient simplifies the identification of certain performance obligations in franchise license agreements, allowing franchisors to account for pre-opening services, as distinct from the franchise license and recognize these services as a single performance obligation.

Subtopic 952-606 provides that private company franchisors may account for the following pre-opening services as distinct from the franchise license:

- Assistance in the selection of a site.
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation.
- Training of the franchisee's personnel or the franchisee.
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping.
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes or about regulations affecting the franchisee's business; and
- Inspection, testing, and other quality control programs.

The company adopted ASU 2021-02 starting with January 1, 2020. The transaction price attributable to performance obligations are recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation is amortized over the life of the related franchise agreement.

Upon adoption as of January 1, 2020, the Company recorded deferred revenue and a cumulative effect adjustment to decrease accumulated retained earnings by $328,688 on their Balance Sheet for the unamortized portion of fees received on behalf of the then operating franchise agreements.

4. DEFERRED REVENUE

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606") as adjusted by ASU 2021-02, the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2020 and 2019, were $510,388 and $256,500, respectively.

5. RELATED PARTY TRANSACTIONS

As of December 31, 2020, and 2019, the Company had advanced to a related party $496 and $25,374, respectively. This advance bears no interest and are due on demand.

6. LOAN PAYABLE SBA

During 2020 the company obtained a note payable of $150,000 from the US Small Business Administration. (SBA) This note is collateralized by assets of the Company, bearing interest at 3.75% with a term of 30 years. Monthly payments of $731 are scheduled begin in June 2021.

The Company's obligations to the SBA for the five years ending December 2025 are as follows:

Due in 2021			$ 1,853
Due in 2022			3,272
Due in 2023			3,397
Due in 2024			3,527
Due in 2025			3,661
Due after 2025			134,289
Total Loan Payable SBA			$ 150,000

7. DUE FROM FRANCHISEE

At December 31, 2020 and 2019 the Company had a note receivable from a franchisee in the amount of $3,371 and $5,458, respectively. The note bears interest at 4% and is a current receivable.

8. COVID-19

The COVID-19 outbreak, which was declared a worldwide pandemic on March 11, 2020, by the World Health Organization ("WHO"), has caused business disruption in a variety of industries, markets and geographic regions, Such business disruptions, according to some economists may be severe enough to result in a recession. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration and the severity of impact on the Company's business. While the Company expects this matter to negatively impact its business, results of operations, and financial position, the related financial impact cannot be reasonably estimated at this time.

9. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through June 28, 2021, the date the financial statements were available to be issued.

HIGH TOUCH INVESTMENT CORP.
FINANCIAL STATEMENTS
DECEMBER 31, 2019

HIGH TOUCH INVESTMENT CORP.
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BARRY KNEPPER
CERTIFIED PUBLIC ACCOUNTANT
736 VERONA DRIVE MELVILLE, NEW YORK 11747

INDEPENDENT AUDITOR'S REPORT

To the Shareholder
High Touch Investment Corp.

We have audited the accompanying financial statements of High Touch Investment Corp. (the "Company") , which comprises the balance sheets as of December 31, 2019 and 2018 and the related statements of operations, changes in stockholder's equity (deficit) and cash flows and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

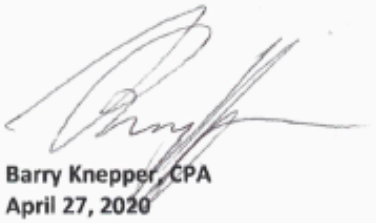
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of High Touch Investment Corp. as of December 31, 2019 and 2018 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Matter of Emphasis

The COVID-19 outbreak in 2020 (see Note 7) has caused business disruption in a variety of industries, markets and geographic regions, which has resulted in considerable uncertainty as to the financial impact and duration, which cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.



Barry Knepper, CPA
April 27, 2020

HIGH TOUCH INVESTMENT CORP.
BALANCE SHEETS

	December-31	
	2019	2018
ASSETS		
Current Assets		
Cash	$ 4,384	$ 15,667
Securities held for sale	103,165	—
Due from related party	25,374	11,000
Royalties receivable	23,737	32,165
Total Current Assets	156,660	58,832
Notes receivable	5,458	10,273
Security deposit	1,950	1,950
Total Assets	$ 164,068	$ 71,055
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current Liabilities		
Accounts payable and accrued expenses	$ 67,445	$ 55,723
Deferred revenue	18,000	—
Total Current Liabilities	85,445	55,723
Deferred revenue, net of current	238,500	—
Shareholder's Equity (Deficit)	(159,877)	15,332
Total Liabilities and Shareholder's Equity (Deficit)	$ 164,068	$ 71,055

See notes to financial statements

HIGH TOUCH INVESTMENT CORP.
STATEMENTS OF OPERATIONS AND SHAREHOLDER'S EQUITY

	December-31	
	2019	2018
Revenues		
Royalties	$ 204,938	$ 266,114
Franchise fees	12,500	40,985
Other income	333	6,513
	217,771	313,612
Operating expenses	267,443	240,631
Operating income	(49,672)	72,981
Other income		
Gain on the sale of securities	1,152	—
Unrealized gains and losses - trading securities	7,013	—
Net Income	(41,507)	72,981
Shareholder's Equity-Beginning	15,332	76,329
Shareholder's Distributions	(133,702)	(133,978)
Shareholder's Equity (Deficit)-Ending	$ (159,877)	$ 15,332

See notes to financial statements

HIGH TOUCH INVESTMENT CORP.
STATEMENTS OF CASH FLOWS

	December-31	
	2019	2018
OPERATING ACTIVITIES		
Net income (Loss)	$ (41,507)	$ 72,981
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities		
Royalties receivable	8,428	(1,694)
Due from related party	(14,374)	(11,000)
Notes receivable	4,815	5,846
Accounts payable and accrued expenses	11,722	54,816
Deferred revenue	256,500	—
	225,584	120,949
INVESTING ACTIVITIES		
Investment in securities	(103,165)	—
Shareholder distributions	(133,702)	(133,978)
	(236,867)	(133,978)
Net (Decrease) in Cash	(11,283)	(13,029)
Cash-Beginning	15,667	28,696
Cash-Ending	$ 4,384	$ 15,667

See notes to financial statements

HIGH TOUCH INVESTMENT CORP.
NOTES TO FINANCIAL STATEMENTS

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1. THE COMPANY-High Touch Investment Corp. (the "Company") was incorporated in 1993 under the laws of the state of Florida. The Company develops science-related courses for children, which provide interactive participatory and interactive experiences in the areas of science and technology. The Company operates and sells franchises which operate under the trade name "High Touch-High Tech".

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a "High Touch-High Tech" business as described above, for a specified number of years. At December 31, 2019 and 2018 there were 36 and 34 franchises operating, respectively.

Accounts receivable-Accounts receivable are stated at the amount the company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of debtors to make required payments.

Advertising-Advertising costs are expensed as incurred. Advertising expenses for the years ended December 31, 2019 and 2018 was $ 40,434 and $40,685 respectively.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions. The Company reviews the credit history of its franchisees before extending credit.

Investments-The Company purchased publicly traded securities which as classified as current securities held for sale on the balance sheet of the Company. Unrealized gains or losses are recognized each year in the Statement of Operations of the Company. For the year ended December 31, 2019 and 2018 the Company had unrealized gains of $7,103 and $0, respectively.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income-The Company has elected to be taxed as an "S" corporation for income tax purposes. Income for the Company passes through directly to the sole shareholder and is reported on the shareholder's individual income tax returns. Therefore, no provision or liability for federal or state income tax has been included in the financial statements.

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3. Revenue Recognition

In accordance with FASB ASC Subtopic 952–06, Franchisors, Revenue Recognition, nonrefundable initial franchise fees paid by franchise owners are recognized as revenue the earlier of when the franchisee commences operations or upon termination of the franchise agreement. Initial franchise fees collected prior to commencing operations are recorded as deferred initial franchise fees.

In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, *"Revenue from Contracts with Customers (Topic 606)"*, that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded.

The new standard will change how the Company records initial franchise fees from franchisees, area developer fees and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

The new standard requires that the franchise fee received from customers be allocated to each separate and distinct performance obligation. The transaction price attributable to each separate and distinct performance obligation would then be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation is amortized over the life of the related franchise agreement. The adoption of the new guidance will also change the reporting of advertising fund contributions from franchisees and the related advertising fund expenditures, which are not currently included in the Statements of Earnings but are reported on the Balance Sheet. The new guidance requires these advertising fund contributions and expenditures to be reported on a gross basis in the Statements of Earnings, which will impact our total revenues and expenses although we do not expect a material impact on net income. The effective date of this new standard has been postponed for one year until audits with years ending after December 15, 2020.

4. Related Party Transactions

As of December 31, 2019, and 2018, the Company had advanced to a related party $25,374 and $11,000, respectively. This advance bears no interest and are due on demand.

5. Note Receivable

At December 31,2019 and 2018 the Company had a note receivable from a franchisee in the amount of $5,458 and $10,273, respectively. The note is payable in 2021 and bears interest at 4%.

6. Deferred revenue

During April 2019, the Company sold a 15-year area development agreement for $270,000. This franchise fee will be amortized over the life of the agreement. As of December 31, 2019, the deferred revenue totaled $256,500 of which $18,000 is current and $238,500 is long term.

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7. Subsequent Events

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through April 27, 2019, the date the financial statements were available to be issued.

The COVID-19 outbreak, which was declared a worldwide pandemic on March 11, 2020 by the World Health Organization ("WHO"), has caused business disruption in a variety of industries, markets and geographic regions, Such business disruptions, according to some economists may be severe enough to result in a recession. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration and the severity of impact on the Company's business. While the Company expects this matter to negatively impact its business, results of operations, and financial position, the related financial impact cannot be reasonably estimated at this time.

BarryKnepper
CFOCPA

CONSENT

Barry Knepper, CPA hereby consents to the use in the Franchise Disclosure Document issued by High Touch Investment Corp.("Franchisor") on April 28,2020, as it may be amended, of our report dated April 27,2020 relating to the financial statements of Franchisor for the period ending December 31,2019.

Barry Knepper, CPA

516.724.0351
Barry@TheFranchiseCPA.com

736 Verona Dr Melville NY 11747
TheFranchiseCPA.com

EXHIBIT H TO THE DISCLOSURE DOCUMENT

SAMPLE COPY OF GENERAL RELEASE

HIGH TOUCH INVESTMENT CORP.
GENERAL RELEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of_____, 20 by and between HIGH TOUCH INVESTMENT CORP., a Florida corporation, having its principal mailing address at PO Box 8495, Asheville, North Carolina 28814 (the "Franchisor"), and _____ residing at_____(hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor**:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. North Carolina law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of North Carolina.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

_____

RELEASOR:

_____
Name:_____

Witness:

_____

HIGH TOUCH INVESTMENT CORP.

By:_____
Name:_____
Title:_____

EXHIBIT I TO THE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, High Touch Investment Corp. (the "**Franchisor**") and you are preparing to enter into a franchise agreement (the "**Franchise Agreement**") for the establishment and operation of a High Touch-High Tech Franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor ("**Broker**") that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing High Touch-High Tech Franchise from an existing Franchisee, you may have received information from the transferring Franchisee, who are not employees or representatives of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing High Touch-High Tech Franchise from an existing Franchisee?

Yes_____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20___.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes_____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes_____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____

5. Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes_____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes_____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes_____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____
_____
_____

8. Have you discussed the benefits and risks of establishing and operating a High Touch-High Tech Franchise with an attorney, accountant, or other professional advisor?

Yes_____ No _____

If No, do you wish to have more time to do so?

Yes_____ No _____

9. Do you understand that the success or failure of your High Touch-High Tech Franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes_____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular High Touch-High Tech Franchise operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the High Touch-High Tech Franchise will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the High Touch-High Tech Franchise that is contrary to or different from the information contained in the Disclosure Document?

Yes_____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a High Touch-High Tech Franchise?

Yes_____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes_____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes_____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes_____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

_____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

_____

_____

_____

_____

I signed the Franchise Agreement and Addendum (if any) on_____, 20 , and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

_____

_____

_____

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this_____day of_____, 20____.

Sign here if you are taking the franchise as an

INDIVIDUAL

_____
Signature

Print Name_____

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

_____
Print Name of Legal Entity

By:_____

Signature

_____

Signature

Print Name_____

Print Name_____

Title_____

_____

Signature

Print Name_____

_____

Signature

Print Name_____

STATE EFFECTIVE DATES

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

This 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	Pending
Illinois	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
Virginia	Pending

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.

RECEIPT

(RETURN ONE COPY TO US)

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

If High Touch Investment Corp. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If High Touch Investment Corp. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

The franchise seller(s) for this offering is as follows: Daniel Shaw, 15 Walden Drive, Suite 102, Arden, North Carolina 28704. His telephone number is 828.684.3192.

Issuance date: June 8, 2022. See the State Effective Dates page for state-related information.

The name, principal business address and telephone number of the franchise seller for this offering is:_____.

High Touch Investment Corp. authorizes the agents listed in Exhibit A to receive service of process for it.

I have received a disclosure document dated June 8, 2022 that included the following exhibits:

A – List of State Agencies/Agents for Service of Process	F – List of Franchisees Who Have Left the System
B – State Specific Addenda	G – Financial Statements
C – Franchise Agreement	H – Sample Copy of General Release
D – Table of Contents of Operations Manual	I – Franchisee Disclosure Acknowledgment Statement
E – List of Franchisees	

Date:_____ _____

(Do not leave blank) Signature of Prospective Franchisee

_____

Print Name

You may return the signed receipt either by signing, dating and mailing it to High Touch Investment Corp. at 15 Walden Drive, Suite 102, Arden, North Carolina 28704, or by faxing a copy of the signed and dated receipt to High Touch Investment Corp. at 828.684.3194.

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