

FRANCHISE DISCLOSURE DOCUMENT



IFAR / iFixandRepair

iFixandRepair Franchise LLC

A Florida Limited Liability Company

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The franchise offered is for the operation of an iFixandRepair (IFAR) retail store for the maintenance and repair of smartphones, tablets, computers, and a variety of other devices and the sale of related gear and accessories. Each store/franchise will be opened and operated in accordance with our single store franchise agreement. There are two types of outlets: (1) a retail merchandising store and (2) a stand-alone kiosk. We also offer the right to develop multiple franchises under the Multiple Franchise Purchase Addendum.

The total investment necessary to begin operation of a single unit iFixandRepair *retail merchandising store franchise* is from \$83,200 to \$152,450. This includes \$41,000 to \$58,500 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation of a single unit iFixandRepair *stand-alone kiosk franchise* is from \$73,200 to \$129,950. This includes \$31,000 to \$36,000 that must be paid to the franchisor or its affiliate(s). If you purchase multiple franchises under the Multiple Franchise Purchase Addendum, then these initial investment totals will apply to each separate franchise you develop.

The total investment necessary to begin operation under an iFixandRepair Multiple Franchise Purchase Addendum for the right to develop multiple *retail merchandising store franchises* is \$93,200 to \$182,450. This includes \$35,000 (for the right to develop two franchises) to \$55,000 (for the right to develop four franchises) that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation under an iFixandRepair Multiple Franchise Purchase Addendum for the right to develop multiple *stand-alone kiosk franchises* is \$83,200 to \$159,950. This includes \$35,000 (for the right to develop two franchises) to \$55,000 (for the right to develop four franchises) that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, IFAR or an affiliate in connection with a

proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats contact Chris Kelley, our Chief Executive Officer, at 855.456.4349 and ckelley@ifixandrepair.com.

The terms of your contract will govern your franchise relationship. Do not 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, D.C. 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: November 1, 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 franchisees. You can find their names and contact information in Item 20 or Exhibits E-1 and E-2.
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 A 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 iFixandRepair business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an iFixandRepair franchisee?	Item 20 or Exhibits E-1 and E-2 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida 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.
3. **Early Stage of Development.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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.

Franchise Disclosure Document
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ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Franchisor

To simplify the language in this disclosure document, the franchisor, IFIXANDREPAIR FRANCHISE LLC, is referred to as “IFAR”, “franchisor”, “we”, “us”, or “our”). “You”, “your”, “franchisee”, and “purchaser” means the person to whom we grant a franchise. We are a Florida limited liability company. Our principal business address is 429 Seabreeze Blvd., Fort Lauderdale, FL 33316. We operate under our corporate name, and the trade name “iFixandRepair” (after this referred to as “IFAR”), and the trademark(s) described in Item 13 (the “Marks”). If we have an agent in your state for service of process, we disclose that agent in **Exhibit C** of this disclosure.

We have offered unit and multi-unit franchises since 2021. We have not offered franchises in any other line of business. We do not operate businesses of the type being franchised, and we have no other business activities.

Parents, Predecessors and Affiliates

We have no parents.

Gorilla Brands LLC, a North Carolina limited liability company, is our predecessor. Its principal address is the same as ours. It offered and sold IFAR franchises from 2012 to 2020. It no longer offers or sells IFAR franchises. It has not offered franchises in any other lines of business. Our predecessor has not and does not own or operate any IFAR stores.

iFixandRepair, LLC, a Florida limited liability company, is an affiliate of ours. Its principal address is the same as ours. Our affiliate opened the first IFAR store in 2011. It has not offered franchises in this or any other lines of business. We and our affiliate reserve the right to distribute products, including products with trademarks, service marks, trade names, symbols and licenses in the Franchise Agreement, through other methods of distribution, and to undertake other business activities, including cell phone and related businesses, without obligation to our franchisees. The franchise is only for the business and format described in the Franchise Agreement.

Franchised Business

IFAR licenses the operation of iFixandRepair retail stores. There are two types of outlets: (1) a retail merchandising store and (2) a stand-alone kiosk. Our franchises are specialized and distinctive retail concepts offering repair services for personal mobile devices including cellular and smartphones, tablets, PDA devices and repair services for game consoles and computers. The stores also carry a wide selection of telephone accessories, wireless device accessories and related items for sale. The stand-alone kiosk carries less accessories than the retail merchandising store due to less available space. The franchise described in this disclosure document is a license to develop and operate a single IFAR business at a designated location (the “Authorized Location”).

We also offer the right to develop multiple franchises under a Multiple Franchise Purchase Addendum. Among other things, the Multiple Franchise Purchase Addendum will describe the area

in which you will develop your franchises (“Development Area”) and the franchise opening schedule (“Development Schedule”). You would sign the unit Franchise Agreements and corresponding Multiple Franchise Purchase Addenda simultaneously up front.

Competitors

The market in which you will operate is highly competitive. You should expect to compete with other national, regional and local businesses offering competitive goods and services, including members of established national or regional chains and franchise systems, as well as other IFAR stores, including those which iFixandRepair Franchise LLC, its subsidiaries or affiliates may own and operate.

Your Compliance with Laws

You must comply with all federal, state and local laws and regulations regarding the offering of services and/or products such as you will be offering. We are not aware of any industry specific federal laws that are applicable, other than patent, trademark, copyright, laws, or their equivalent, applicable to hardware and software products you will be selling to consumers. You are required to be familiar with, and to comply with, all such laws. However, because state and local laws vary nationwide, it is your obligation to investigate those laws and regulations in your state(s) of operation to insure your compliance with them.

ITEM 2: BUSINESS EXPERIENCE

Chris Kelley – LLC Member and Manager, Chief Executive Officer, and Retail Operations Manager

Chris Kelley has served as our CEO since 2021. He has been the CEO of our predecessor since 2015 and has served as its Retail Operations Manager since 2009. He served as our predecessor’s Chief Marketing Officer from 2009 to 2015, all in Fort Lauderdale, FL.

Robyn Kelley – Accounting Manager

Robyn Kelley has served as our Accounting Manager since 2021. She has served as our predecessor’s Accounting Manager in Fort Lauderdale, FL since 2011. She has served as Accounting Manager for our affiliate, iFixandRepair, LLC in Fort Lauderdale, FL, since 2011. She has served as Accounting Manager for Executive Details Plus in Melbourne, Florida since 2002.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Initial Franchise Fee and Initial Training Fee for a Single Unit

The Initial Franchise Fee is \$25,000. In addition, the Initial Training Fee is \$5,000. The Initial Franchise Fee is reduced to \$10,000 for your second or any additional store you purchase. You will pay the entire Initial Franchise Fee and Initial Training Fee upon signing the Franchise Agreement. All initial Franchise Fees and Initial Training Fees are paid to IFAR.

The Initial Franchise Fee and Initial Training Fee are fully earned when charged and are not refundable under any circumstances.

Multiple Franchise Purchases

If you purchase multiple franchises simultaneously, then you will simultaneously sign multiple Franchise Agreements and Multiple Franchise Purchase Addenda. The total Initial Franchise Fee will range from \$35,000 (for the right to develop two franchises) to \$55,000 (for the right to develop four franchises). You will pay 100% of the Initial Franchise Fee for the first franchise and 50% of the Initial Franchise Fees for each additional franchise at the time you sign such Franchise Agreements and Addenda. You will pay the 50% unpaid balance of the Initial Franchise Fees for the additional franchises prior to signing the lease for each relevant Approved Location.

You will pay the Initial Training Fee only for your first franchise under your Multiple Franchise Purchase Addendum.

IFAR in a Box

Currently, if you purchase an iFixandRepair retail merchandising store franchise, you must purchase the IFAR in a Box package from us. This is not applicable if you purchase an iFixandRepair stand-alone kiosk franchise. As of the date of this disclosure document, the IFAR in a Box package includes the following:

- (a) store items, including reception desk, lobby merchandiser, video wall merchandiser, lobby chairs, carpeting and rugs, cabinets, shelving, computers, monitors, credit card terminal, printers, calculators, fax machine, and telephones;
- (b) sales area items, including racks, mirrors, ceiling tiles, and flooring materials; and
- (c) certain interior and exterior signage, including illuminated window signage and outdoor signs, IFAR graphics package, acrylic poster holder, price board, and window stickers.

We reserve the right to change the items included in the IFAR in a Box package. We estimate the cost of the IFAR in a Box to be \$10,000 to \$22,500 for a standard retail unit/store. This includes delivery but not installation. You will place your IFAR in a Box order once you have signed a lease for the location or purchased the real estate.

Proprietary Software

You must obtain a license to use our proprietary software. This software is used for point of sale, tracking, and business analytics. You must pay a \$1,000 setup fee for the proprietary software and a monthly fee of \$150 for the license to use the proprietary software.

Lease Liability Fee

We may lease space in anticipation of assigning the lease or subletting the space to you. If we agree to do so, then we will pass on to you any out-of-pocket expenses that we have incurred. If we are not released from liability under the lease after the assignment of lease or sublease of the space to you, then we will charge you a non-refundable lease liability fee of \$0 to \$5,000. If the lease liability fee is due, then your IFAR in a Box order will not be placed until the fee has been paid in full.

Incentive Programs

We may offer qualified prospective franchisees incentives to purchase or develop new iFixandRepair stores, to convert their operating, independent related business to an iFixandRepair store or to purchase a company-owned and operated iFixandRepair store. We may also offer existing franchisees incentives for referring qualified prospective franchise candidates as described above. The incentives offered may include, but are not limited to, reduced or deferred payment of the initial franchise fee and/or Initial Training Fee and/or contributions toward the purchase of marketing, store fixtures/displays, product inventory or store signage. Incentives are not offered to all qualified prospective franchisees, existing franchisees and not for all available iFixandRepair stores. We will select the prospective franchisees, existing franchisees and stores to offer these incentive programs that will be based on then-current market conditions. We reserve the right to extend, change or discontinue the Incentive Program at any time.

Veteran Incentive Program

We offer financial incentives to qualified US veterans and individuals currently serving or who have served in the US armed forces under our Veteran Incentive Program. Under the Veteran Incentive Program, we offer a discount on the initial franchise fee as described below.

If you are a US veteran and qualify for the Veteran Incentive Program, you will receive a \$5,000 discount on the initial franchise fee for your iFixandRepair store. If the franchisee is a legal entity and not an individual, to meet these eligibility requirements an individual must own at least 50% of the entity.

The Veteran Incentive Program is available to all qualified individuals who either have received an honorable discharge from one of the US Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps) or are currently serving in one of the US Armed Forces and are eligible to receive an honorable discharge. We reserve the right to extend, change or discontinue the Veteran Incentive Program at any time.

Initial Fees Are Non-Refundable

Unless otherwise provided in this Item 5, none of the fees listed in this Item are refundable under any circumstances.

ITEM 6: OTHER FEES

Type of Fee (notes referenced)	Amount	Due Date	Remarks
Continuing Royalty fee (Note 1)	6% of Gross Revenue	Bi-Weekly	Gross Revenue is defined in Note 1 below.
Local Advertising Expenditures (Note 2)	1% to 3% of Gross Revenue of each store recommended	Bi-Weekly	You must engage in certain local advertising and sales promotion activities at an additional cost. In order to operate a competitive business, we recommend you spend a minimum of 1%-3% of Gross Revenue on local advertising and sales promotion.
National Marketing Fund (if Instituted)	1% of Gross Revenue (if Instituted)	Bi-Weekly	As of the issuance date of this disclosure document, we do not charge this fee. However, we may elect in the future at our discretion to impose and collect a national and/or regional advertising fee.
Regional Advertising Fund Contribution (Note 2)	Up to 2% of your Gross Revenue pursuant to a vote of the franchisees in the region	As voted and approved by your local advertising cooperative (as applicable)	See Note 2.

Type of Fee (notes referenced)	Amount	Due Date	Remarks
Software license fee	\$150.00 per month via Automated Clearing House (ACH) payment to us	Monthly, by the first day of each month	This fee is payable to IFAR and is subject to change. The fee is a continuing fee and includes the software license fee, upgrades, documentation and toll-free software support help line during regular business hours. If you contact the software support help line during non-business hours you will be charged a fee of \$25.00 per telephone call payable to supplier.
Telephone/ Communication System set-up, maintenance and support	Varies based on system and hardware requirements – currently \$150 per month via ACH	Setup fee is included in payment terms for IFAR in a Box and continuing fee monthly via ACH.	System set up to receive and communicate with customers via dedicated telephone # - managed by IFAR
Store Upgrades and opening maintenance cost	\$20,000-\$30,000	You will be required to remodel your IFAR store every seven to ten years depending on the then-current standards and the overall condition of the store.	
Attorney's fees and legal expenses/costs	As established if a dispute occurs	As may be ordered by an arbitrator or court	Incurred if legal action becomes necessary to enforce your compliance with the Franchise Agreement, or if you violate the Franchise Agreement or other obligations you have as a franchisee

Type of Fee (notes referenced)	Amount	Due Date	Remarks
Renewal Fee	25% of the then current Franchise Fee	At expiration of 10-year term and each of the 10-year option terms	Your ability to renew your franchise is subject to the terms and conditions of your Franchise Agreement. The fee is non-refundable unless your Franchise Agreement is not renewed.
Transfer Fee	\$5,000 per store assigned	Upon request for consent to transfer the Franchise Agreement to a candidate approved by IFAR	Your ability to transfer your Franchise Agreement is subject to the terms and conditions of your Franchise Agreement.
Additional Training Fee	Currently up to \$500 per day. For training at your location at your request, you must also reimburse us for our trainers' reasonable costs for travel, meals and lodging.	Upon request	
Audit (Note 3)	Cost of the audit conducted plus 1% interest per month on any understatement by you of any amounts due.	As incurred	IFAR pays all audit costs unless the audit shows an understatement of greater than 2% of Gross Revenues for any month. In such a case, you will pay for the costs of the audit.
Interest	1% per month or the maximum interest rate allowed by applicable law, whichever is less	As incurred	Interest on payments that are not paid within 30 days of due date
Lease liability fee (Note 4)	\$0-\$5,000 per store	Upon assignment of lease or sublease to you	This fee is due if IFAR guarantees your lease or assigns a lease to you and the landlord has not released IFAR from ongoing liability or if IFAR subleases to you.

Type of Fee (notes referenced)	Amount	Due Date	Remarks
Late Charges (Note 5)	Accrued interest of 18% per annum or the highest interest allowed by law in the state where the store is located	Upon demand	IFAR is entitled to recover its costs, including reasonable attorneys' fees, costs; overdraft charges, insufficient funds charges and other expenses in collecting amounts due. Interest begins to run from the date of non-payment or underpayment
	10% of the amount owed	As incurred	Due if you provide payment without having sufficient funds
Resale program service fee	The resale program service fee is the greater of \$6,000 or 6% of the selling price of your IFAR business not to exceed \$20,000	Upon IFAR approval of the transfer of the Franchise Agreement	This fee is payable if IFAR finds a buyer for your IFAR business.

Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us. Except as noted above, all fees are non-refundable. All fees are uniformly imposed and collected.

Note 1: In this disclosure document, "Gross Revenue(s)" means the total of all receipts collected by you/the franchise derived from services performed or products sold. Gross Revenue excludes sales tax receipts required by law to be collected and that you are required to pay or remit to the government, discount coupons to the extent you realize no revenue, and employee receipt of services or products, if free, or any portion not paid for by an employee. See Single Store Franchise Agreement section 1.05.

Note 2: It is recommended that a franchisee spend an amount equal to at least 1% to 3% of Gross Revenues for advertising on a monthly basis within the Protected Territory. See Single Store Franchise Agreement section 9.02.

Regional Advertising Cooperative. Subject to our prior written approval, if at any meeting of the franchisees in an advertising region, 75% of the franchisees vote to contribute to a regional advertising program, all franchisees within that region will be obligated to make a contribution to a regional advertising fund in the amount established by the vote. Franchisor-owned and affiliate-owned outlets may choose to participate in regional advertising cooperatives. If they do participate, then they will each be entitled to one vote. No advertising region may require any franchisee in

that region to contribute to a Regional Advertising Fund in excess of 2% of that franchisee's Gross Revenue.

Note 3: We do not have enough information to estimate audit costs. We assume and expect those costs will vary depending on various factors that we are unable to identify presently, including the prevailing accounting fee rates/costs in your area. You pay our actual costs only. You should be able to investigate the general range of such costs by contacting accountants/auditors in your area.

Note 4: IFAR may lease space in anticipation of assigning the lease or subletting the space to a franchisee. IFAR will pass on to the franchisee any out-of-pocket expenses that have been incurred. If IFAR is not released from liability under the lease after the assignment of lease or sublease of the space to the franchisee, IFAR will charge a non-refundable lease liability fee of \$0 - \$5,000 to the franchisee. If the lease liability fee is due to IFAR, your IFAR in the Box order will not be placed until the fee has been paid. IFAR reserves the right to change the amount or structure of this fee at any time without notice.

Note 5: Late fees begin from the date payment was due, but not received, or date of underpayment.

ITEM 7: ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment for a Single Retail Merchandising Store

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$25,000 for a single unit. See Note 1.	Lump Sum for the first Franchise agreement	Upon signing of your Franchise Agreement	IFAR
Initial Training Fee	\$5,000	Lump Sum	Upon signing of your Franchise Agreement	IFAR
Transportation and living expenses while training (out-of-pocket for 1 person)	\$1,500 to \$2,500 See Note 2	As airlines, hotels, restaurants, etc. require	As airlines, hotels, restaurants, etc. require	Airlines, hotels, restaurants, etc. require
Rent and/or Lease Security Deposit	\$2,500 to \$5,000 See Note 3	As third party or landlord requires	As third party or landlord requires. First month's rent is due before occupancy and/or at signing of lease or sublease, then monthly	Third party or landlord

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Lease Liability Fee	\$0 to \$5,000	Lump Sum	Due before you sign an assignment of lease or sublease with us (if applicable)	IFAR
Leasehold Improvements, remodeling, Licensing, Permitting	\$15,000 to \$40,000 See Note 4	As supplier or landlord requires	As supplier or landlord requires	Supplier or landlord
IFAR in a Box	\$10,000 to \$22,500 See Note 5	Lump sum	After signing lease and prior to occupancy	IFAR
Opening inventory and supplies	\$7,000 to \$17,000 See Note 6	As supplier requires	As supplier requires	Suppliers
Insurance	\$750 to 1,500 See Note 7	As Insurance company requires	As Insurance company requires	Insurance company
Software license fee	\$1,450 [\$1,000 initial fee and ongoing monthly fee of \$150 (3 months X \$150 = \$450)] See Note 8	ACH	\$1,000 payable before you open and \$150 per month by the first day of each month thereafter	IFAR
Grand Opening and Initial Advertising (initial 3 mos.)	\$5,000 to \$7,500	As incurred	Prior to opening and during the first 3 months	Suppliers
Additional Funds for the Initial 3 Months (See Note 9)	\$10,000 to \$20,000	As incurred	As incurred prior to opening and during the first 3 months of business	Employees, suppliers, utilities, etc. Approved vendors as deemed necessary by you
Total Estimated Investment	\$83,200 to \$152,450			

Your Estimated Initial Investment for a Single Stand-Alone Kiosk

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$25,000 for a single unit. See Note 1.	Lump Sum for the first Franchise agreement	Upon signing of your Franchise Agreement	IFAR
Initial Training Fee	\$5,000	Lump Sum	Upon signing of your Franchise Agreement	IFAR
Transportation and living expenses while training (out-of-pocket for 1 person)	\$1,500 to \$2,500 See Note 2	As airlines, hotels, restaurants, etc. require	As airlines, hotels, restaurants, etc. require	Airlines, hotels, restaurants, etc. require
Rent and/or Lease Security Deposit	\$2,500 to \$5,000 See Note 3	As third party or landlord requires	As third party or landlord requires. First month's rent is due before occupancy and/or at signing of lease or sublease, then monthly	Third party or landlord
Lease Liability Fee	\$0 to \$5,000	Lump Sum	Due before you sign an assignment of lease or sublease with us (if applicable)	IFAR
Leasehold Improvements, remodeling, Licensing, Permitting	\$15,000 to \$40,000 See Note 4	As supplier or landlord requires	As supplier or landlord requires	Supplier or landlord
IFAR in a Box	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Opening inventory and supplies	\$7,000 to \$17,000 See Note 6	As supplier requires	As supplier requires	Suppliers
Insurance	\$750 to 1,500 See Note 7	As Insurance company requires	As Insurance company requires	Insurance company

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Software license fee	\$1,450 [\$1,000 initial fee and ongoing monthly fee of \$150 (3 months X \$150 = \$450)] See Note 8	ACH	\$1,000 payable before you open and \$150 per month by the first day of each month thereafter	IFAR
Grand Opening and Initial Advertising (initial 3 mos.)	\$5,000 to \$7,500	As incurred	Prior to opening and during the first 3 months	Suppliers
Additional Funds for the Initial 3 Months (See Note 9)	\$10,000 to \$20,000	As incurred	As incurred prior to opening and during the first 3 months of business	Employees, suppliers, utilities, etc. Approved vendors as deemed necessary by you
Total Estimated Investment	\$73,200 to \$129,950			

Unless otherwise indicated, the amounts indicated in the tables above are for the development of a single store franchise. If you develop multiple franchises under the Multiple Franchise Purchase Addendum, the estimates in the above tables will apply to each separate single franchise you develop. This table does not include royalties. This total assumes that the real estate for the franchised unit will be leased by you. Amounts for the lease depend on factors such as rental rates and land and building costs in your area.

Fees you pay to us or our affiliates are non-refundable. Fees you pay to third parties may or may not be refundable depending upon the agreements you have with them.

Explanatory Notes

Note 1: The Initial Franchise Fee is described further in Item 5. The Initial Franchise Fee is reduced to \$10,000 for your second or any additional store you purchase.

Note 2: The Initial Training Fee is described further in Item 5. The chart also estimates your transportation and living expenses. You must pay all of these expenses directly. See Item 11.

Note 3: Typically, initial estimated amount paid to landlord/property owner to secure a lease. It is usually first and last month's rent.

Note 4: Again, these amounts vary considerably from region to region, making it difficult to accurately estimate such costs. Leasehold improvement costs, including floor covering, wall treatment, ceilings, painting, window coverings, electrical, carpentry, and similar work, and contractor's fees, depend on the site's condition, location, and size; the site's previous use; and any construction or other allowances the landlord grants as part of entering into a lease with you. We again recommend that you consult a local knowledgeable commercial real estate advisor to determine what your expected leasehold improvements, decorating, etc. obligations will be in your local marketplace before committing to the franchise. Additionally, we reserve the right to require you to use a recommended vendor for store construction/fit-out services, at our discretion.

Note 5: The list of pre-opening inventory and supplies is found in our Operations Manual.

Note 6: You must purchase the IFAR in a Box package from us (or our affiliate or suppliers we designate at our discretion). We reserve the right to change the items included in the IFAR in a Box package.

Note 7: You must obtain and maintain certain types and amounts of insurance. (See Item 8). Insurance costs depend on policy limits, types of policies, nature and value of physical assets, Gross Revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates initial insurance costs for 3 months of coverage.

Note 8: To the extent you, as the franchisee, purchase/acquire additional software rights or programs from us, or directly from the approved software vendor, you will incur initial and ongoing costs/fees in excess of this amount.

Note 9: We estimate that the initial phase covered by the additional funds estimate to be approximately three months. The estimates for additional funds are based on our affiliate's experience in opening and operating similar businesses. Your actual costs will depend on how much you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial phase.

You will have the other usual expenses involved in establishing a business. They may include, but are not limited to, attorneys' fees, license fees, sales tax, deposits, utility costs, telephone, internet and communication costs, and Incorporation/LLC creation fees, accounting fees, employee wages, and supply expenses. You must pay all taxes required by local, state or federal laws related to the services furnished or used in connection with the operation of your franchise. You must obtain all permits, certificates or licenses necessary for the full and proper conduct of the franchise.

Neither we, nor our affiliates, offer direct or indirect financing for the initial investment.

**Your Estimated Initial Investment for a Multiple Franchise Purchase Addendum
for Retail Merchandising Stores**

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise Fee for Multiple Franchise Purchaser See note 1	\$35,000	\$55,000	Cash	At Signing	Us
Other Expenditures for First Location See note 2	\$58,200	\$127,450	As disclosed in first table above	As disclosed in first table above	As disclosed in first table above
Grand Total	\$93,200	\$182,450			

**Your Estimated Initial Investment for a Multiple Franchise Purchase Addendum
for Stand-Alone Kiosks**

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise Fee for Multiple Franchise Purchaser See note 1	\$35,000	\$55,000	Cash	At Signing	Us
Other Expenditures for First Location See note 2	\$48,200	\$104,950	As disclosed in first table above	As disclosed in first table above	As disclosed in first table above
Grand Total	\$83,200	\$159,950			

Note 1: The low-end of this estimate is based on purchasing the right to develop two franchisees. The high-end of this estimate is based on purchasing the right to develop four franchises.

If you purchase multiple Franchises simultaneously, then the Initial Franchise Fee for the first Franchise is \$25,000, and the Initial Franchise Fee for each additional Franchise is reduced to \$10,000.

Note 2: If you sign Multiple Franchise Purchase Addenda for the right to develop multiple franchises, you should expect to incur these same expenses and fees for each separate franchise you develop, subject to inflation and other increases over time.

Neither we, nor our affiliates, offer direct or indirect financing for the initial investment.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Designated and Approved Products, Suppliers and Specifications

To insure consistent quality of products and services throughout the IFAR system, you must purchase all supplies, fixtures, equipment, inventory, advertising and sales promotion materials, signage, and other items and services needed for the establishment and operation of your franchise only from us, our affiliates, suppliers we exclusively designate, approved suppliers, or subject to our minimum specifications and standards, as we designate periodically in our Operations Manual or otherwise.

All specifications that we require of you and lists of equipment and designated and approved suppliers will be included in the Operations Manual or otherwise provided to you in writing. We will upon request provide our minimum specifications to approved suppliers and suppliers seeking approval.

Currently, you must purchase the IFAR in a Box package (described below) and phone repair parts only from us.

IFAR has no affiliates who are currently approved suppliers, or the sole approved supplier, for any categories of goods and services.

Our principal officers, Robyn and Chris Kelley, are our owners. There are no other approved suppliers in which any of our officers owns an interest.

Currently, the IFAR in a Box package includes the following:

- (a) store items, including reception desk, lobby merchandiser, video wall merchandiser, lobby chairs, carpeting and rugs, cabinets, shelving, computers, monitors, credit card terminal, printers, calculators, fax machine, and telephones;
- (b) sales area items, including racks, mirrors, ceiling tiles, and flooring materials; and
- (c) certain interior and exterior signage, including illuminated window signage and outdoor signs, IFAR graphics package, acrylic poster holder, price board, and window stickers. We reserve the right to change the items included in the IFAR in a Box package.

You must operate your business according to our system standards. Those standards will regulate, among other things: the type of products and supplies you must use in operating your business; the requirement that you offer only those products and services that we have approved; the requirement that you must offer all products and services that we designate. We may modify the standards and specifications for the type of products and supplies you are required to use based on various market and economic conditions. We have retained the right to add additional

authorized services and/or products that you are or may be required to offer, or which you are or may be prohibited from offering. There are no limits on our right to do so, but we will not make changes without conducting reasonable due diligence in advance.

You may sell products and offer services which are authorized by us only from the store location approved by us in accordance with your Franchise Agreement. In conducting your business, you will be granted the right to use our names/marks in accordance with the provisions of the Franchise Agreement.

We estimate that purchases from us, our affiliates, or approved suppliers or subject to our specifications will be from 60% to 80% of the total purchases you make to establish your franchise. We estimate that purchases from us, our affiliates, or approved suppliers or subject to our specifications will be from 50% to 70% of the total purchases you make to operate your franchise.

Revenue from Franchisee Purchases of Required Products and Services

IFAR reserves the right to derive revenue from your purchase or lease of products and services from us and our affiliate(s). During our fiscal year ended June 30, 2022, we received such revenue in the amount of \$12,590, which was 1.7% of our total revenue of \$726,869 (based on our audited financial statements as of June 30, 2022).

Currently, neither we nor our affiliate(s) receive rebates, price adjustments, or discounts on products or services sold to franchisees by recommended or approved suppliers. However, we reserve the right to receive such payments in the future. We reserve the right to use these funds in our sole discretion.

Site and Store Development

You are bound by the terms of the Franchise Agreement to construct and operate your IFAR store in accordance with the requirements of the operations manual, the facilities and purchasing handbook, approved construction plans and signage drawings, and other communication issued, or as revised periodically, by IFAR.

We reserve the right, at our discretion, to require that you use a vendor selected and approved by us, for the construction/fit-out of any location premises to be used by you to implement the franchise.

You must upgrade and refurbish your store facility and fixtures, signage and equipment periodically as determined by IFAR. Any upgrades that are required to complete or to maintain the store in accordance with the IFAR then current standards will be at your expense. You will be required to remodel your store every 6-8 years depending on the then current standards and overall condition of the store. You will also be required to make periodic improvements such as painting, flooring, carpeting, fixture repair and ongoing maintenance depending on the wear and tear of the store. It is anticipated that your ongoing investment will be approximately \$20,000-\$30,000.

Computer Hardware and Software

You are required to purchase computer hardware and software from us (or our affiliate or designated suppliers at our discretion). This includes computers, monitors, credit card terminal, printers, and fax machine. You must also have a broadband internet connection, e-mail access, and word processing software. You must obtain a license to use a suite of computer software from us. We reserve the right to add or remove approved suppliers at our sole discretion in the future by revising the Operations Manual, or in other written communications provided to you by us. If such designations are made, you will be required to comply with them.

Alternative Suppliers

Subject to our right to designate a single supplier or exclusive suppliers (which may be us or our affiliate) for certain products or services, you may request our approval to obtain products, equipment, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples, and other data to allow us to determine whether the items from these other sources meet our specifications and standards, as established from time to time. These specifications and standards will relate to quality, durability, value, cleanliness, composition, strength, and appearance, and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing before approval and use. You will reimburse us for the actual cost of the tests. We may license any supplier that can meet or exceed our quality control requirements and standards, for a reasonable license fee, to produce and deliver products to you but to no other person. Our confidential requirements, designs, and systems will be revealed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently follow our standards, requirements and testing procedures; will maintain the confidentiality of the designs and systems; and will adequately supply your reasonable needs. We will not unreasonably withhold approval of a supplier you propose (unless we designate an exclusive supplier for the particular product or service). We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of our receipt from you of your written notice of request for approval.

We or our agents may inspect any approved manufacturer's, supplier's or distributor's facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier or distributor. If we find from any inspection that a manufacturer, supplier or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, with a notice that unless the failure or deficiency is corrected within 30 days, the manufacturer, supplier or distributor will no longer be approved.

Other Supplier Matters

We have negotiated in the past, and intend to negotiate in the future, purchase arrangements (including price terms) with some of our approved suppliers for the benefit of our franchisees.

We have not yet entered into any formal purchasing or distribution cooperatives related to our franchise system, but we reserve the right to do so.

We do not provide material benefits to you based on your use of a particular supplier. However, to renew your franchise or purchase additional franchises, you must be in compliance with your Franchise Agreement, which includes compliance with any supplier standards that are contained in our Franchise Agreement and Manuals.

Insurance

You are required to obtain and maintain, at your own expense, reasonable insurance coverage that we may require that you obtain, and to satisfy other insurance-related obligations. At the present time we require that you have: comprehensive general liability insurance, motor vehicle liability insurance for any vehicles used in the business, or owned by the business, with \$500,000 minimum coverage; comprehensive public liability coverage with the minimum of \$500,000 per occurrence. You will also be required to have worker's compensation insurance as required by law for any direct employees you may hire, as well as any other coverage required by law, or which may be required in any lease of premises you may enter into with a landlord. The premiums that you will have to pay will depend upon the insurance carriers' charges, terms of payment, and your history.

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	Section in agreement	Disclosure document item
a.	Site selection and acquisition/lease	Sections 8 & 10 of franchise agreement	Item 11
b.	Pre-opening purchases/leases	Section 10 of franchise agreement	Item 11
c.	Site development and other pre-opening requirements	Sections 10 & 12 of franchise agreement	Item 11
d.	Initial and ongoing training	Sections 8 & 12 of franchise agreement; Section 7 of Multiple Franchise Purchase Addendum (MFPA) attached as Exhibit 6 to franchise agreement	Item 11
e.	Opening	Section 8 of franchise agreement	None
f.	Fees	Section 5 of franchise agreement; Section 6 of MFPA	Items 5, 6, 7

	Obligation	Section in agreement	Disclosure document item
g.	Compliance with standards and policies/operating manual	Sections 7 & 12 of franchise agreement	Item 11
h.	Trademarks and proprietary information	Sections 6 & 7 of franchise agreement	Item 13 & 14
i.	Restrictions on products/services offered	Sections 8 & 12 of franchise agreement	Item 8 & 16
j.	Warranty and customer service requirements	Section 7 of franchise agreement	Item 11
k.	Territorial development and sales quotas	Section 4 of franchise agreement and Exhibit B-2; Sections 2, 3, 4 & 5 of MFPA	Items 11 & 12
l.	On-going product/service purchases	Section 12 of franchise agreement	Item 8 & 16
m.	Maintenance, appearance and remodeling requirements	Sections 10 & 12 of franchise agreement	None
n.	Insurance	Section 12 of franchise agreement	Item 8
o.	Advertising	Section 9 of franchise agreement	Item 11
p.	Indemnification	Section 12 of franchise agreement	None
q.	Owner's participation/management/staffing	Section 12 of franchise agreement	Item 15
r.	Records and reports	Sections 7 & 11 of franchise agreement	None
s.	Inspections and audits	Section 11 of franchise agreement	None
t.	Transfer	Section 14 of franchise agreement	Item 17
u.	Renewal	Section 3 of franchise agreement	Item 17
v.	Post-termination obligations	Section 13 of franchise agreement; Sections 2 & 5 of MFPA	Item 17
w.	Non-competition covenants	Sections 7, 13 & 15 of franchise agreement	Item 17
x.	Dispute resolution	Section 16 of franchise agreement	Item 17
y.	Other: Guaranty and assumption of obligations	Section 2 of franchise agreement	Item 17

ITEM 10: FINANCING

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

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

Except as listed below, iFixandRepair Franchise LLC is not required to provide you with any assistance.

Before you begin your Business, we will provide the following assistance and resources:

Site Selection and Store Development

1. Authorize you to establish and operate a retail IFAR store or kiosk location (IFAR Store) identified by the IFAR service mark employing the business format and system (Franchise Agreement Section 2).

2. Consult with you in connection with finding a suitable site. Generally, you will lease the space for your IFAR Store from a third party. IFAR has occasionally assigned leases or subleased space for IFAR Stores that we have executed as lessee. However, you are solely responsible for locating, obtaining and evaluating the suitability and prospects of your IFAR Store location. From time to time, IFAR may use exclusive commercial real estate agents in connection with specific real estate location searches. While it's rare that a franchisee would be required to pay the real estate commission on the site for the IFAR Store, this has occurred in certain circumstances. In this situation you will be required to pay any real state commission whether or not the exclusive agent is utilized. We do not generally own the Franchise Premises and lease it to you.

3. Provide our consent to the site for your IFAR Store. We will inform you of our approval or disapproval of any site you propose not more than 15 days after we receive all site-related information we reasonably require from you. IFAR's consent to a site, location plans or any other matter constitutes permission only and is not an endorsement or guaranty. You are solely responsible for locating, obtaining and evaluating the suitability and prospects of your store location, layout and operations, and for the review and negotiation of your lease. IFAR considers numerous factors in approving sites: demographics (current and trends), site plan design and positioning in the mall, shopping center, strength of the anchor tenants, proposed lease terms, access into and out of the shopping center, parking, visibility of the site, traffic patterns, shopping patterns, competition in the area, other current or future available site to choose from in the trade area, and the strategic importance of the site to the overall market.

4. Provide advice about selecting and analyzing a site for the Business. Your IFAR Store will be approximately 800 to 2,000 square feet in size. Site selection for your store or cart / kiosk is your responsibility, but we will assist you in the location selection process by considering population density, traffic patterns, proximity of the proposed site to other IFAR franchised or company operated business, or any other reasonable criteria. We must approve or disapprove your site in writing after we receive written notice of the desired location from you. Our assistance in site selection in no way constitutes a representation or warranty with respect to the property. See Section 10.02 of the Franchise Agreement.

5. Provide advice about the negotiation of the lease(s) or purchase of a location for your Business, which will be leased or purchased by you from independent third parties. Our assistance in this regard in no way constitutes a representation or warranty with respect to the lease or purchase. See Sections 10.02 and 10.03 of the Single Store Franchise Agreement.

6. Approve, if it meets our standards and specifications for approval, plans submitted by you for the design of your store or kiosk location. Construction or remodeling, if needed, should begin as soon as possible after receiving our approval and signing the Franchise Agreement and or Site Selection Addendum, or but, in any case, will not begin later than three (3) months after the effective date of the Franchise Agreement and or Site Selection Addendum. Upon request, we will assist in the development and planning of any construction or remodeling with respect to sign specification and colors and store or kiosk layout and design. You must pay for construction or remodeling and all other costs associated with compliance and permits. Our approval means that the site and plans meet minimum specifications and is not a warranty for their appropriateness. See Section 10 of the Franchise Agreement. We reserve the right, at our discretion, to require that you use a vendor selected and approved by us, for the construction/fit-out of any location premises to be used by you to implement the franchise.

7. Provide you with a list of approved suppliers and/or specifications for equipment, signs, fixtures, opening inventory, décor, and supplies. This includes the IFAR in a Box package, which we deliver but do not install.

Except as described above, we do not provide assistance with constructing or remodeling the premises. We do not provide assistance with conforming your premises to local ordinances and building codes and obtaining any required permits, or hiring and training employees.

Designate Protected Territory

We will designate your Protected Territory in writing and approve, if it meets our standards and specifications for approval, the location(s) selected by you to be used for the operation of the Business. See Sections 4 and 10, and Exhibit B-2, of the Single Store Franchise Agreement.

Operations Manual

Loan you a copy of our confidential Operations Manual, which contains mandatory and suggested specifications, standards, operating procedures and rules. The Manual is strictly confidential, comprises a trade secret of ours, and remains our property. We may modify the Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. See Section 7.04 of the Single Store Franchise Agreement. We have included a copy of the Table of Contents of our Manual as **Exhibit D** to this Franchise Disclosure Document. The Operations Manual consists of approximately 35 pages.

Training

Within 60 days of the effective date of the Franchise Agreement, or any other time as may be mutually agreed upon, we will train you and your designated Manager (as defined in ITEM 15). You must successfully complete the initial training program to our satisfaction. Our intention is to be reasonably flexible in scheduling training to accommodate our personnel, as well as you and your designated manager. There are currently no fixed (i.e. monthly or bi-monthly) training schedules. As of the date of this Disclosure Document, the following training program and subjects will be provided to you and your employees at our headquarters, or at such other location as we may designate:

You and your designated Manager, if any (who must be approved by us), must attend the initial training program, which is approximately five days in duration. We charge a one-time Initial Training Fee of \$5,000 for this training. (See Item 5). Also, you will be required to pay the travel and living expenses for you and your designated Manager (and any additional employee(s)) to attend training. All initial training, except any on-site training, will be held at our corporate training center in West Palm Beach, FL, or at another designated location. All training instructors are disclosed in the table below.

Training will be provided under the direction of our affiliate, iFixandRepair, LLC, which is our training director, and other persons as needed and believed to be appropriate by us. Other employees of the Company, outside vendors, and other existing franchise owners may also participate in providing training to new franchise operators and their employees. Trainers have a minimum of two years of experience in the subjects they teach.

We also may offer additional or refresher-training courses from time to time. Some of these courses may be mandatory, and some may be optional. We will not require you to attend more than two such trainings during any calendar year, and the total hours of such trainings will not exceed 40 hours during any calendar year. These courses may be conducted at our training center, or at any other location(s) selected by us. We reserve the right to impose reasonable charges for training classes and materials in connection with such optional or mandatory training courses. We will notify you of any additional charges before you or your employees enroll in a course.

All classes are scheduled by advance written notice to you. Our class cancellation policies will be included in the written notice of class schedules.

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TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On- the- Job Training	Location
Overview of the IFAR system and concept	2 Hours	3 Hours	Our corporate training center in West Palm Beach, FL or another designated location.
IFAR proprietary software program	6 Hours	3 Hours	
Internal Accounting Procedures	4 Hours	3 Hours	
Personnel selection, training and supervision	2 Hours	3 Hours	
Marketing and Sales	8 Hours	8 Hours	
General Management Principles and Concepts	4 Hours	6 Hours	
General Operating Procedures	4 Hours	6 Hours	
Quality Control	5 Hours	10 Hours	
TOTALS	Approximately 35 Hours	Approximately 40 Hours	

We may amend the training program. All times in the above table are approximate.

Our key trainers are Chris Kelley and Robyn Kelley. Chris Kelley has served as our CEO since 2021. His field experience in the subjects he teaches at training dates back to at least 2009. Robyn Kelley has served as our Accounting Manager since 2021. Her field experience in the subjects she teaches at training dates back to at least 2002. We anticipate that each trainer will have at least approximately five years of field experience in the subject(s) she/he teaches at training. We use the Operations Manual, Software Manual, accounting forms, credit card processing forms, checklists, and support forms for instructional material.

All classes are scheduled by advance written notice to you. Our class cancellation policies will be included in the written notice of class schedules.

We may also provide up to three days of on-site initial training at your Business, and assistance with respect to opening activities within the first four weeks of the operation of your Business. For this on-site training, you must pay our fee for additional training plus our trainers' reasonable costs for travel, meals and lodging.

Time to Open

You should be able to open your Business within six (6) months after the effective date of the Franchise Agreement. You are required to obtain approval of your store premises within sixty (60) days of the effective date of the Franchise Agreement. If you and we cannot agree on a site by this deadline, then we will have the right to terminate your Franchise Agreement. You are required to begin construction on your store premises not later than one hundred twenty (120) days after the effective date of the Franchise Agreement, and you must be prepared to commence full operation of the Business at the premises within six months after the effective date of the Agreement. The Franchisor may, at its sole discretion, extend such dates. Some of the factors that affect the time to opening are the ability to obtain a building or lease, financing or building permits, zoning and local ordinances, fit-out considerations, weather conditions, shortages, and installation of equipment, fixtures and signs. If you do not make reasonable efforts, to open your location by the end of a period of six months we may terminate the Franchise Agreement and retain all monies received. The determination as to whether you have made such reasonable efforts is at our sole discretion.

Continuing Obligations

During the operation of the franchised business, iFixandRepair Franchise LLC will:

1. Research new products, services and methods of doing business and provide you with information concerning developments of this research. See Sections 8.08 & 8.09 of the Single Store Franchise Agreement). We will offer new products and services to you on reasonable terms in our discretion.

2. Offer you a reasonable amount of continuing advisory services by telephone during normal business hours. We may also provide to you visits by our field representative, but any additional on-site consultation, training, or advisory services you request may incur a fee. See Sections 8.05 and 8.06 of the Single Store Franchise Agreement.

3. We will include information about your Business on our Web site. See Sections 8.11 and 9.02 of the Single Store Franchise Agreement.

4. Provide marketing and sales strategies, plans, campaigns and advertising, promotional materials, and services to you. Materials provided may include video and audio files, copy-ready print advertising materials, image files, posters, banners and miscellaneous items. You will receive one sample of each at no charge. If you want additional copies you must pay

duplication costs. We may use both outside advertising and marketing agencies and internal staff to create advertising. You may develop advertising materials for your own use, at your own cost. However, we must approve the advertising materials in advance and in writing within thirty (30) days from receipt. We reserve the right to utilize advertising developed by you for the use of all Franchisees without any payment or other compensation to you. See Sections 9.02 and 9.03 of the Single Store Franchise Agreement.

5. Permit you to use our names and/or marks, as prescribed in the Single Store Franchise Agreement, and Operations Manual, in conjunction with conducting your business.

6. We may provide to you a support line, and we may provide to you an information database. While we currently do not charge a fee for such services, we reserve the right to charge an additional fee for this service. See Section 8.06 of the Single Store Franchise Agreement.

7. We may implement a centralized purchasing system for you and negotiate prices and terms with suppliers. See Section 8.10 of the Single Store Franchise Agreement.

8. We may hold periodic regional or national conferences to discuss on-going changes in the industry, operational techniques, product and service developments, personnel training, bookkeeping, accounting, advertising programs and new service procedures. You are required to attend these conferences. When we hold mandatory conferences, you will not be required to pay a conference fee, but you must pay all of the travel and living expenses for you and any other employees who attend. These conferences will be held at our corporate headquarters or at another location chosen by us. We may provide other conferences from time to time, and you may be required to pay a conference fee for these additional conferences based upon the direct costs to us of retaining speakers and other direct expenses associated with the conference. We will not receive any net income from these conferences. See Section 8.05 of the Franchise Agreement.

9. We may provide assistance regarding establishing prices for the products and services you sell. We will be permitted, to the extent permitted by relevant law, to establish price ceilings or minimum or maximum allowable prices on the products and services you offer and sell.

Local Advertising

Before you use any advertising materials in conducting your business you must provide a copy to us for review. Except for advertising we provide directly to you for your use, you may not use any advertising, promotional, or marketing materials until you have received written approval from us. However, if you have not received a written disapproval from us within 30 days after we receive in writing copies of the materials for which you seek approval for, then they are deemed approved. We reserve the right to withdraw approval of any previously approved advertising, promotional or marketing materials.

You may not establish an independent website to advertise your franchise. Your use of social media internet marketing to promote your franchise must be in strict compliance with our standards as outlined in our Operations Manual. We reserve the right to require you to get our prior

approval of any social media internet marketing (including in respect to proposed venues and content).

National and/or Regional Advertising

If we elect, in our discretion, to impose and collect a national and/or regional advertising fee, you must pay to us a contribution to that fund (“National Marketing Fund” or “Fund”) an amount equal to 1% of your Gross Revenues at the same time and manner as the Royalty Fee. Currently, we have not established a National Marketing Fund. If established, the Fund will be accounted for separately from our other funds, and those funds will be administered by our internal marketing and accounting personnel. Franchisees who sign franchise agreements at different times may have different advertising fee requirements. Franchisor-owned outlets may or may not be required to contribute to the National Marketing Fund and if required such contributions may or may not be on the same basis as franchisees.

We will administer the National Marketing Fund. We will use the National Marketing Fund for local, regional, national, or international advertising or marketing, development, and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. We may use the fund to attend franchise trade shows and other events. We may use the fund to maintain, administer, direct, prepare, and review national, regional, or local brand development activities and programs as we deem proper at our sole discretion. We may use the fund to develop our brand through any medium we choose, such as print, online, other technologies, and public relations. We may use the fund for website updates and maintenance, marketing, advertising, social media maintenance and marketing fees, and other expenses we deem reasonable at our sole discretion for development of the brand. We will not derive income from the fund, but we may reimburse our administrative expenses incurred in administering the National Marketing Fund. We may use the funds to offset or partially rebate the franchisee local media and printing expenses. We will have sole discretion over the creative ideas, materials, endorsements, placement and allocation of overhead expenses. We will spend the National Marketing Fund in our discretion, and we have no fiduciary duty to you regarding the fund.

We may use an in-house advertising department or outside regional or national advertising agencies.

We will not be required to spend any amount on advertising in your territory. We will be under no obligation to administer the use of the fund to ensure that expenditures are proportionate to your contributions or provide direct benefit to you or to any other Franchisee.

We may accumulate these funds, and the balance may be carried over to subsequent years. If the National Marketing Fund operates at a deficit or requires additional funds at any time, we reserve the right to loan such funds to the National Marketing Fund on any terms we determine.

An unaudited annual financial statement of the National Fund will be prepared within 120 days of the close of our fiscal year and will be available to any Franchisee upon request.

While advertising and marketing purchased from the Fund may note that franchises are available from us, the Fund will not be used for advertising or marketing that is principally a solicitation for the sale of new franchises.

Any advertising funds not spent in the fiscal year in which they accrue will be carried over to the next year.

Regional Advertising Cooperatives

Currently, we have not established any regional advertising cooperatives for our franchisees. However, we have the power to require cooperatives to be formed, changed, dissolved, or merged. If we decide to form regional advertising cooperatives, then we will determine how the area and membership of such cooperatives will be defined. Franchisor-owned outlets may or may not be required to contribute to regional advertising cooperatives and if required such contributions may or may not be on the same basis as franchisees. We may designate local, regional or national advertising coverage areas to develop cooperative local or regional advertising and promotional programs. We will promptly notify you and our other franchisees, of the establishment, modification and geographical boundaries of regional advertising regions. We may require all franchisees located within each geographic region to meet periodically for the purpose of creating and establishing regional advertising programs. Each franchise and each operation we, our parent, or our affiliates own and operate will be entitled to one vote at these meetings. For the purpose of this section, each operation we own will be deemed to be a franchise.

If at any meeting of the franchisees in an advertising region, 75% of the franchisees vote to contribute to a regional advertising program, all franchisees within that region will be obligated to make a contribution to a regional advertising fund in the amount established by the vote (the “Regional Advertising Fund”). Franchisor-owned and affiliate-owned outlets may choose to participate in regional advertising cooperatives. If they do participate, then they will each be entitled to one vote. No advertising region may require any franchisee in that region to make a contribution to a Regional Advertising Fund in excess of 2% of that franchisee’s Gross Revenue. At the time a cooperative local or regional advertising or promotional program is developed, we will provide to you a list of all open iFixandRepair franchises within your advertising coverage area.

We will administer each Regional Advertising Fund in the same manner and upon the same terms and conditions as the Advertising Fee outlined in this Item 11. (Franchise Agreement, Section 9). There are no other written governing documents that govern any cooperative advertising program. No Regional Advertising Fund will be audited. However, we will prepare annual financial statements that you may obtain upon written request to us.

Your contributions must be paid to the cooperative administrator we designate, when and in the same manner as the Continuing Royalty Fee is paid to us.

Advisory Council

We may form an Advisory Council, which will be composed of franchisees and our representatives. The Council may work with us to improve the system, the products offered at stores, advertising and promotional campaigns, and other matters. The franchisee representatives may be selected by us or may be selected by a vote of other franchisees in the franchise system. The Council will serve in an advisory capacity only. If you participate on a Council, you will pay any costs you incur related to your participation, such as travel and living expenses to attend Council meetings. We will have the authority to dissolve, change and reform the Council.

Grand Opening

We recommend that you invest a minimum of \$5,000 in a grand opening. We will ask you to submit your grand opening strategy for our review and approval.

Schedule for Opening

It is estimated that the length of time between the signing of the Franchise Agreement and the opening of your Business will be approximately six to twelve months. Factors affecting this length of time include financing arrangements, property lease terms, construction or conversion requirements, and scheduling and completion of the training program.

Computer Systems, Software, and Internet Access

1. You are required to purchase computer hardware and software from us (or our affiliate or designated suppliers at our discretion). This includes computers, monitors, credit card terminal, printers, and fax machine. You must also have a broadband internet connection, e-mail access, and word processing software. This computer hardware and software is used for communications, accounting, reporting, and record keeping. You must obtain a license to use our proprietary software. This software is used for point of sale, tracking, and business analytics. In this disclosure document, the required computer hardware and software is sometimes collectively referred to as the “Computer System.”

2. Currently, you must pay a \$1,000 setup fee for our proprietary software and a monthly fee of \$150 for the license to use the proprietary software. Other components of the Computer System are included in the IFAR in a Box package and we estimate their cost to range from \$1,000 to \$2,000.

3. Neither we nor our affiliates will have any obligation to provide any ongoing maintenance, repairs, upgrades or updates related to your computer software and hardware. However, the monthly fee for our proprietary software includes upgrades, documentation, and our designated supplier’s toll-free software support help line during regular business hours. If you contact the software support help line during non-business hours, you will be charged a fee of \$25 per telephone call payable to the supplier. In addition, you must upgrade or update other hardware and software components of the Computer System as we may direct during the term of the Franchise Agreement. There are no contractual limitations on the frequency and cost of this

obligation. We estimate that these updates or upgrades will be approximately \$250 to \$500 per year.

4. You must maintain your computer so as to provide IFAR with independent access to all sales, financial, marketing, customer, productivity, management and other business information and other operational data. All such information for your store is propriety property owned by IFAR. There are no contractual limitations on IFAR's rights to access information for your store.

5. IFAR currently requires all franchisees to transmit to IFAR various reports that give IFAR access to all sales, financial, marketing, customer, productivity, management and other business and operational data pertaining to the store. (Section 7.06 and 11 in the Franchise Agreement)

6. You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by such computer-related problems. You must also take reasonable steps to verify that any person or entity upon whom you rely is reasonably protected. This may include establishing firewalls, access code protection, anti-virus systems, and use of backup systems. Additionally, no person who is not an authorized employee or representative of ours may access our proprietary software, or be allowed access to any confidential manuals, or their equivalent, relating to that software.

ITEM 12: TERRITORY

Protected Territory and Authorized Location

For retail merchandising store franchises and stand-alone kiosk franchises, we will grant you a "Protected Territory". We reserve rights in your Protected Territory as described below in this Item.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

However, within the designated Protected Territory, so long as you are in compliance with your obligations as a franchisee, we will not establish other IFAR franchises or company-owned outlets physically located within your Protected Territory using our Marks and system. Therefore, your Development Area will be *protected* but not *exclusive*.

You will conduct the IFAR business at an authorized location by establishing and operating the store as provided in the Franchise Agreement. The Protected Territory for your store will be determined once a location is identified.

The Protected Territory will be described in your Franchise Agreement. If the store is located in a standard retail area as a stand-alone unit or in a strip mall, the Protected Territory will typically

be a mileage radius of 0.25 miles around the center of your Approved Location, however, the Protected Territory may vary based on unique demographic or geographic factors of the Approved Location.

If the store is located in an enclosed mall or other enclosed or limited access venue (“Enclosed Venue”), the authorized location will receive a Protected Territory consisting of the Enclosed Venue only. You may be able to open an additional location within the Enclosed Venue if you obtain our prior consent.

Additional Stores

You may establish additional stores within the Protected Territory only if you obtain our prior consent at our discretion.

No Rights of First Refusal

We do not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

No Minimum Sales Quota

There is no minimum sales quota, sales volume, market penetration or other contingencies. You maintain rights to your Protected Territory even if the population increases. The Franchise Agreement does not prohibit you from soliciting business for the store from any location however you may not use alternative distribution channels such as the internet, catalogue sales, telemarketing, or other direct marketing methods.

Rights We Reserve

We retain all rights not specifically granted to you in the Franchise Agreement. Following are examples. We and our subsidiaries and affiliates have the right to establish company owned or franchised IFAR stores at any location we choose outside the Protected Territory of the store. We and our subsidiaries and affiliates do not currently operate and do not have any current plans to operate or franchise businesses under a different trademark that will sell goods or services that are the same as or similar to those the franchisee will sell. However, we and our affiliates reserve the right to do so.

We and our subsidiaries and affiliates may market products, including products with the IFAR Marks (or different trademarks, service marks, or trade names) through alternative channels of distribution to any location or over the internet or to any customer without obligation to its franchisees. These activities may compete with you. We will have no obligation to compensate you for any such sales made within your Protected Territory.

Relocation

IFAR must consent to any closure and relocation of a store. IFARs’ consent, if granted, is based on whether you are in compliance with the Franchise Agreement, you have paid all money

owed to us, the proposed location meets our site selection criteria, and you comply with the lease requirements in the Franchise Agreement, and with the terms and conditions of the relocation policy.

Development Area for Multiple Franchise Purchases

If you sign the Multiple Franchise Purchase Addendum to purchase multiple franchises simultaneously, then we will designate a Development Area in which you will open your franchises.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

However, we will not establish or grant rights to others to establish IFAR businesses physically located within your Development Area using our Marks and system so long as the Franchise Agreements and corresponding Multiple Franchise Purchase Addenda are in force and you are not in default in any material provision of such agreement, and except as otherwise provided in this Item. Therefore, your Development Area will be *protected* but not *exclusive*.

The Addendum will expire at the earlier of the following: (1) the opening of your last Franchise under your Development Schedule (described in the Multiple Franchise Purchase Addendum); or (2) the termination of the Addendum under to the terms and conditions of the Addendum or the Franchise Agreement. If you do not comply with the Development Schedule, we will have the right to reduce the size of (or change) your Development Area or terminate the Addendum and any of your Franchise Agreements representing Franchises that have not yet opened for business. Thereafter, we and our affiliates will have the right to operate or grant to others the right to operate outlets within the former Development Area. However, your Franchise Agreement(s) and Territory(ies) for each of your operating Franchises will remain in force.

ITEM 13: TRADEMARKS

As our franchisee, you will be granted the non-exclusive right, privilege and obligation to use our trade names, trademarks, service marks, trade dresses and logos that we may make available to you from time to time in connection with the operation, conduct and promotion of your franchised location. You may only use our current or future proprietary Marks. We have registered the following marks on the Principal Register of the United State Patent and Trademark Office (“USPTO”):

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>International Class of Goods</u>
IFAR (standard characters)	4243249	November 13, 2012	037

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>International Class of Goods</u>
	4243248	November 13, 2012	037
IFIXANDREPAIR (standard characters)	4954364	May 10, 2016	037
 (words plus design)	5001331	July 19, 2016	037
 (words plus design)	6818127	August 16, 2022	037

We own the Marks. We have filed, and we intend to continue to file, all affidavits and renewals for the Marks when required. In addition, we have established certain common law rights to the Marks acquired by virtue of our continuous and extensive use of and advertising utilizing the Marks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration, and obtaining fictitious or assumed name registrations if required by law for your business. You may not use any Mark in your corporate or legal business name, with modifying words, terms, designs, or symbols (except for those we may license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a website.

There are no agreements currently in effect or contemplated which would significantly limit our right to use or license the use of the marks listed in this Item 13 in a manner material to the franchise.

There is no currently effective material determination of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Mark(s) identified above. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark identified above, or of any person's claim of any rights in any Mark competing, or in some way infringing upon, our identified Mark(s). You may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim to our Mark(s). We may take action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim to our Mark(s). In case of such a dispute or proceeding, you are iFixandRepair® FDD - 32

required to assist us in protecting and maintaining our interests in any litigation or USPTO or other proceeding. We will reimburse you for your costs of taking any action that we ask you to take.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice from us (but not to exceed 90 days in any event) requiring that you do so. We are not required to reimburse you for your direct expenses of altering the Mark(s) you are required to use, nor for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

At the present time no patents are material to the franchise. We claim copyrights to our proprietary software, and to the content of our operations manual (which contains our trade secrets), advertising and marketing materials, and similar items used in operating the Business. We have not registered these copyrights with the United States Registrar of Copyrights but need not do so at this time to protect them. You may use these items only as we specify while operating your business (and must stop using them if we so direct you, or if required by the Franchise Agreement or Operations Manual).

There currently are no effective adverse determinations of the PTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if we determine that it is in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our software, and our Operations Manual, and other materials related to the conduct of the franchised Business, contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes software, training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the franchised Business.

All ideas, concepts, techniques, or materials concerning the Business, whether or not protectable intellectual property, and whether created by or for you or your affiliates or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, and part of the franchise system.

You may not use our confidential information in an unauthorized matter. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-

competition agreements with those having access. We may regulate the form of agreement that you use, and we will be a third-party beneficiary of that agreement with independent enforcement rights.

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

You are required to personally participate in the Business for the initial six (6) months of operation after the opening of the store in a single store franchise. Thereafter, at our sole discretion, we may allow a person designated as the approved manager to personally participate in and operate the Business on a day-to-day basis. The designated Manager must have completed, to our satisfaction, the full initial training program and be subject to all provisions of the Franchise Agreement relating to confidentiality and non-competition. The manager is not required to have any equity interest in your franchise business entity.

All of your owners must sign the Franchise Agreement directly or sign a Confidentiality and Non-Competition Agreement in the form attached to the Franchise Agreement as Exhibit 7. To the full extent permitted by applicable law, your managers must sign confidentiality and non-competition agreements containing substantially the same protections as provided in relevant clauses in the Franchise Agreement. You are responsible for ensuring the adequacy and enforceability under local law of any sample form we provide in this regard.

All of your owners must sign the Franchise Agreement directly or sign a Guaranty and Assumption of Obligations in the form attached as Exhibit 5.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer only those products and services that we have approved of. You must offer all such products and/or services that we designate. We maintain the right to change the products and/or services you may offer for sale at our sole discretion, upon written notice being provided to you. There are no limits on our right to do so. See Item 8.

Other than requiring that you may make sales to consumers only from your approved Business location, we do not impose any restrictions or conditions that limit your access to customers geographically, or in any other manner.

IFAR may at its sole and absolute discretion, add additional authorized services or inventory items or require you to change or discontinue certain inventory items and services that you offer in your store. There are no limits on IFAR's rights to do so, and in such case, you are obligated at your expense, to make those changes in the time frame designated by IFAR. See ITEM 8. No other business or activity may be conducted, or products or services offered at the authorized location.

Your business may only be identified by the name IFAR or another of the licenses marks designated in writing by IFAR.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	Provision	Section in Franchise Agreement	Summary
A	Term of Franchise	Section 3	10 years
B	Renewal or extension of term	Section 3	If you are in good standing you can add additional terms of 10 years
C	Requirements for you to renew or extend	Section 3	“Renewal” means that you, upon the expiration of the term of the Franchise Agreement, have the right to enter into a new Franchise Agreement according to our then-current agreement forms, which may have materially different terms and conditions than your original Franchise Agreement. You must be current on payments, sign a general release of claims, and pay the Renewal Fee. You must also make any capital expenditures that we reasonably require for the renovation and modernization of the Business, signs, vehicles, or any other required equipment to reflect our then-current image and specifications.
D	Termination by Franchisee	Section 3	The Franchise Agreement may be terminated by you only for good cause if we violate a material provision of the Franchise Agreement and fail to cure the default within 90 days of receipt of written notice, or upon any grounds available by law.
E	Termination by us without cause	None	None
F	Termination by us for cause	Section 13	We can terminate if you commit any one of several violations. If you sign a Multiple Franchise Purchase Addendum and do not meet your Development Schedule, we will have the right to reduce the size of (or change) your Development Area or terminate the Multiple Franchise Purchase Addendum and any of your Franchise Agreements representing franchises that have not yet opened for

	Provision	Section in Franchise Agreement	Summary
			business. See row F in the table below this table.
G	“Cause” defined - defaults which can be cured	Section 13	You have 30 days to cure, including failure to comply with the System, non-payment of fees and other obligations, failure to comply with federal, state or local laws or regulations.
H	“Cause” defined - defaults which cannot be cured	Section 13	Non-curable defaults include misrepresentation by you, failure to complete initial training, bankruptcy, insolvency, or appointment of receiver, repeated defaults even if cured, abandonment, trademark misuses and unapproved transfers.
I	Your obligations on termination/nonrenewal	Sections 13 & 15	Obligations include complete de-identification, non-competition and payment of amounts due.
J	Assignment of contract by us	Section 14	No restriction on our right to assign.
K	“Transfer” by you - definition	Sections 1 & 14	Includes transfer of contract or assets or ownership change.
L	Our required approval of transfer by Franchisee	Section 14	We have the right to approve all transfers but will not unreasonably withhold approval.
M	Conditions of approval of transfer	Section 14	New Franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you, and current agreement signed by new Franchisee.
N	Our right of first refusal to acquire your Business.	Section 14	We can match any offer for your Business.
O	Our option to purchase your Business	Section 14	We may purchase your inventory and equipment at fair market value if franchise is terminated for any reason.

	Provision	Section in Franchise Agreement	Summary
P	Your death or disability	Section 14	Franchise must be assigned by estate to approved buyer within 120 days; Power Start: Transfer of ownership interests upon death subject to our consent.
Q	Non-competition covenants during the term of franchise	Section 15	No involvement in competing business anywhere in U.S.
R	Non-competition covenants after the franchise is terminated or expires	Section 15	No competing business for 2 years within 20 miles from the boundary of your Protected Territory or within 20 miles of any another IFAR franchise or company-owned Business (including after assignment)
S	Modification of agreement	Sections 7, 8 & 18	No modifications generally but Manual subject to change at our discretion.
T	Integration/merger clause	Section 18	Only the terms of the Franchise Agreement are binding (subject to 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	Section 16	Except for certain claims, all disputes must be first submitted to non-binding mediation, and, if not resolved by that process to binding arbitration (subject to state law).
V	Choice of forum	Section 16	Mediation proceedings, arbitration, and actions for enforcement of any arbitration ruling/award, injunctive relief, and litigation (including claims based on the Marks or on covenants not to compete) must be in the state and county in which our headquarters are then located (currently Broward County, Florida) (subject to state law).
W	Choice of law	Section 16	Federal arbitration law and Florida law will govern (subject to state law).

This table lists certain important provisions of the Multiple Franchise Purchase Addendum (MFPA) attached as Exhibits 6 to the franchise agreement (FA). You should read these provisions in the MFPA attached to this disclosure document.

	Provision	Section in MFPA	Summary
A	Term of Franchise	Section 2	Upon earlier to occur of opening your last franchise or the deadline for opening your last franchise
B	Renewal or extension of term	Not applicable	Not applicable
C	Requirements for you to renew or extend	Not applicable	Not applicable
D	Termination by Franchisee	See first table in this Item 17*	
E	Termination by us without cause	None	None
F	Termination by us for cause	Section 9; See also first table in this Item 17*	If you do not meet the Development Schedule, we can reduce the size of (or change) your Development Area or terminate your Development Area and any of your franchise agreements representing franchises that have not yet opened for business.
G	“Cause” defined - defaults which can be cured	See first table in this Item 17*	
H	“Cause” defined - defaults which cannot be cured	See first table in this Item 17*	
I	Your obligations on termination/nonrenewal	Sections 2 & 5; See also first table in this Item 17*	Upon termination of the Development Area, you will no longer have rights to develop additional franchises therein.
J	Assignment of contract by us	See first table in this Item 17*	

		Section in MFPA	
	Provision		Summary
K	“Transfer” by you - definition	See first table in this Item 17*	
L	Our required approval of transfer by Franchisee	See first table in this Item 17*	
M	Conditions of approval of transfer	See first table in this Item 17*	
N	Our right of first refusal to acquire your Business.	See first table in this Item 17*	
O	Our option to purchase your Business	See first table in this Item 17*	
P	Your death or disability	See first table in this Item 17*	
Q	Non-competition covenants during the term of franchise	See first table in this Item 17*	
R	Non-competition covenants after the franchise is terminated or expires	See first table in this Item 17*	
S	Modification of agreement	See first table in this Item 17*	
T	Integration/merger clause	See first table in this Item 17*	
U	Dispute resolution by arbitration or mediation	See first table in this Item 17*	

		Section in MFPA	
	Provision		Summary
V	Choice of forum	See first table in this Item 17*	
W	Choice of law	See first table in this Item 17*	

* The MFPA is an addendum to the Franchise Agreement. As such, it is subject to the terms and conditions of the Franchise Agreement, except as expressly provided otherwise in the MFPA. For example, the MFPA is subject to termination along with the Franchise Agreement under the termination provisions of the Franchise Agreement; the MFPA may be transferred along with the Franchise Agreement only in compliance with the transfer provisions of the Franchise Agreement; etc.

See the state law addenda attached to this disclosure document for state-specific requirements.

ITEM 18: PUBLIC FIGURES

We do not presently use any public figure to promote our franchise. However, we reserve the right to do so in the future at our discretion.

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 Chris Kelley, our Chief Executive Officer, at 855.456.4349 and ckelley@ifixandrepair.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: FRANCHISES AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY For Fiscal Years Ending June 30, 2020, 2021 and 2022

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	July 2019 - June 2020	46	49	+3
	July 2020 - June 2021	49	67	+18
	July 2021 - June 2022	67	93	+26
Company or Affiliate* Owned	July 2019 - June 2020	33	25	-8
	July 2020 - June 2021	25	20	-5
	July 2021 - June 2022	20	15	-5
Total Outlets	July 2019 - June 2020	79	74	-5
	July 2020 - June 2021	74	87	+13
	July 2021 - June 2022	87	108	+21

* These outlets are partially or fully owned by us, our predecessor, or an affiliate.

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (other than the Franchisor) For Fiscal Years Ending June 30, 2020, 2021 and 2022

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Alabama	July 2019 - June 2020	0
	July 2020 - June 2021	1
	July 2021 - June 2022	0
Florida	July 2019 - June 2020	0
	July 2020 - June 2021	0
	July 2021 - June 2022	1
Ohio	July 2019 - June 2020	0
	July 2020 - June 2021	0
	July 2021 - June 2022	1
Pennsylvania	July 2019 - June 2020	1
	July 2020 - June 2021	0
	July 2021 - June 2022	0
South Carolina	July 2019 - June 2020	0
	July 2020 - June 2021	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	July 2021 - June 2022	1
Texas	July 2019 - June 2020	0
	July 2020 - June 2021	1
	July 2021 - June 2022	0
TOTAL	July 2019 - June 2020	1
	July 2020 - June 2021	2
	July 2021 - June 2022	3

Table No. 3
STATUS OF FRANCHISED OUTLETS

For Fiscal Years Ending June 30, 2020, 2021 and 2022

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
Alabama	July 2019 - June 2020	2	1	0	0	0	0	3
	July 2020 - June 2021	3	0	0	0	0	0	3
	July 2021 - June 2022	3	0	0	0	1	0	2
California	July 2019 - June 2020	0	0	0	0	0	0	0
	July 2020 - June 2021	0	0	0	0	0	0	0
	July 2021 - June 2022	0	2	0	0	0	0	2
Colorado	July 2019 - June 2020	1	0	0	0	0	0	1
	July 2020 - June 2021	1	0	0	0	0	0	1
	July 2021 - June 2022	1	1	0	0	0	1	1
Florida	July 2019 - June 2020	9	2	0	0	0	0	11
	July 2020 - June 2021	11	12	0	0	0	0	23
	July 2021 - June 2022	23	13	0	0	0	3	33
Georgia	July 2019 - June 2020	0	1	0	0	0	0	1
	July 2020 - June 2021	1	0	0	0	0	0	1
	July 2021 - June 2022	1	0	0	0	0	0	1
	July 2019 - June 2020	0	0	0	0	0	0	0

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
Illinois	July 2020 - June 2021	0	0	0	0	0	0	0
	July 2021 - June 2022	0	2	0	0	0	0	2
Indiana	July 2019 - June 2020	0	0	0	0	0	0	0
	July 2020 - June 2021	0	0	0	0	0	0	0
	July 2021 - June 2022	0	1	0	0	0	0	1
Maryland	July 2019 - June 2020	2	0	0	0	0	0	2
	July 2020 - June 2021	2	0	0	0	0	0	2
	July 2021 - June 2022	2	0	0	0	0	0	2
Massachusetts	July 2019 - June 2020	4	1	0	0	0	0	5
	July 2020 - June 2021	5	4	0	0	0	0	9
	July 2021 - June 2022	9	5	0	0	0	0	14
Mississippi	July 2019 - June 2020	4	0	0	0	0	0	4
	July 2020 - June 2021	4	1	0	0	0	1	4
	July 2021 - June 2022	4	0	0	0	0	0	4
New Hampshire	July 2019 - June 2020	1	1	0	0	0	0	2
	July 2020 - June 2021	2	0	0	0	0	0	2
	July 2021 - June 2022	2	1	0	0	0	1	2
New Jersey	July 2019 - June 2020	3	0	0	0	0	0	3
	July 2020 - June 2021	3	0	0	0	0	0	3
	July 2021 - June 2022	3	1	0	0	0	0	4
New York	July 2019 - June 2020	0	0	0	0	0	0	0
	July 2020 - June 2021	0	0	0	0	0	0	0
	July 2021 - June 2022	0	1	0	0	0	0	1
	July 2019 - June 2020	6	2	0	0	0	2	6

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at the End of the Year
North Carolina	July 2020 - June 2021	6	0	0	0	0	0	6
	July 2021 - June 2022	6	0	0	0	0	0	6
Ohio	July 2019 - June 2020	4	0	0	0	0	0	4
	July 2020 - June 2021	4	1	0	0	0	0	5
	July 2021 - June 2022	5	1	0	0	0	1	5
Pennsylvania	July 2019 - June 2020	2	0	0	0	1	0	1
	July 2020 - June 2021	1	0	0	0	0	0	1
	July 2021 - June 2022	1	2	0	0	0	1	2
Rhode Island	July 2019 - June 2020	1	0	0	0	0	0	1
	July 2020 - June 2021	1	0	0	0	0	1	0
	July 2021 - June 2022	0	1	0	0	0	0	1
South Carolina	July 2019 - June 2020	1	0	0	0	0	1	0
	July 2020 - June 2021	0	1	0	0	0	0	1
	July 2021 - June 2022	1	0	0	0	0	0	1
Tennessee	July 2019 - June 2020	1	0	0	0	0	1	0
	July 2020 - June 2021	0	1	0	0	0	0	1
	July 2020 - June 2021	1	0	0	0	0	0	1
Texas	July 2019 - June 2020	5	0	0	0	0	0	5
	July 2020 - June 2021	5	0	0	0	0	0	5
	July 2021 - June 2022	5	3	0	0	0	0	8
TOTAL	July 2019 - June 2020	46	8	0	0	1	4	49
	July 2020 - June 2021	49	20	0	0	0	2	67
	July 2021 - June 2022	67	33	0	0	1	7	93

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS

For Fiscal Years Ending June 30, 2020, 2021 and 2022

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Re- acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Alabama	July 2019 - June 2020	3	0	0	0	1	2
	July 2020 - June 2021	2	0	0	0	0	2
	July 2021 - June 2022	2	0	1	1	0	2
Florida	July 2019 - June 2020	17	1	0	1	2	15
	July 2020 - June 2021	15	0	0	1	4	10
	July 2021 - June 2022	10	0	0	0	4	6
Georgia	July 2019 - June 2020	4	0	0	0	1	3
	July 2020 - June 2021	3	0	0	0	0	3
	July 2021 - June 2022	3	0	0	0	0	3
Illinois	July 2019 - June 2020	0	0	0	0	0	0
	July 2020 - June 2021	0	0	0	0	0	0
	July 2021 - June 2022	0	0	0	0	0	0
Maryland	July 2019 - June 2020	0	0	0	0	0	0
	July 2020 - June 2021	0	0	0	0	0	0
	July 2021 - June 2022	0	0	0	0	0	0
New Jersey	July 2019 - June 2020	3	0	0	2	0	1
	July 2020 - June 2021	1	0	0	0	0	1
	July 2021 - June 2022	1	0	0	0	0	1
New York	July 2019 - June 2020	4	0	0	2	0	2
	July 2020 - June 2021	2	0	0	0	0	2
	July 2021 - June 2022	2	0	0	0	1	1

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Re-acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Ohio	July 2019 - June 2020	0	0	0	0	0	0
	July 2020 - June 2021	0	0	0	0	0	0
	July 2021 - June 2022	0	0	0	0	0	0
Pennsylvania	July 2019 - June 2020	0	0	1	0	0	1
	July 2020 - June 2021	1	0	0	0	0	1
	July 2021 - June 2022	1	0	0	0	0	1
Tennessee	July 2019 - June 2020	2	0	0	1	0	1
	July 2020 - June 2021	1	0	0	0	0	1
	July 2021 - June 2022	1	0	0	0	0	1
Texas	July 2019 - June 2020	0	0	0	0	0	0
	July 2020 - June 2021	0	0	0	0	0	0
	July 2021 - June 2022	0	0	0	0	0	0
TOTAL	July 2019 - June 2020	33	1	1	6	4	25
	July 2020 - June 2021	25	0	0	1	4	20
	July 2021 - June 2022	20	0	1	1	5	15

Table No. 5
PROJECTED OPENINGS
As of June 30, 2022 (Through June 30, 2023)

Column 1 State	Column 2 Franchisee Agreements Signed but Outlet Not Opened as of June 30, 2022	Column 3 Projected New Franchised Outlets in Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
Alabama	0	0	1
California	6	6	0
Connecticut	3	3	0
Florida	3	3	0
Illinois	3	3	0
New York	1	1	0
North Carolina	1	1	0

Column 1 State	Column 2 Franchisee Agreements Signed but Outlet Not Opened as of June 30, 2022	Column 3 Projected New Franchised Outlets in Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
Pennsylvania	1	1	0
Tennessee	0	0	1
Texas	2	2	0
Wisconsin	2	2	0
TOTALS	22	22	2

Exhibit E-1 to this Disclosure Document lists the names of all of our operating franchisees and their addresses and telephone numbers of their businesses as of the end of our last fiscal year.

Exhibit E-2 to this Disclosure Document lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee whose business was terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a 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.

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

Confidentiality Agreements

Franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Franchisee Associations

There are not any trademark-specific franchisee organizations associated with the franchise system that we have created, sponsored or endorsed.

There are not any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

We have not been in business for three years or more and cannot include all of the financial statements otherwise required under this Item. Attached to this Disclosure Document in Exhibit A are our audited financial statements as of June 30, 2022. Our fiscal year end is June 30. Also attached in Exhibit A are our unaudited financial statements as of September 30, 2022.

ITEM 22: CONTRACTS

The following agreements are attached as Exhibits:

Exhibit B-1: Single Store Franchise Agreement and Exhibits

Exhibit B-2: Site Approval Addendum

Exhibit F: Request for Assignment of Franchise Agreement and Release

Exhibit G: State Law Addendum

ITEM 23: RECEIPT

We are providing two copies of the Acknowledgement of Receipt for this Franchise Disclosure Document. You will find two copies of a detachable receipt at the very end of this document in Exhibit J. Please sign, date and return one copy to us, and please keep one copy for your records.

Exhibit A: Financial Statements

iFixandRepair Franchise LLC

Financial Statements

For the unaudited financial statements: THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

iFixandRepair Franchise

Balance Sheet
As of September 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10010 Regions 6423	217,565.20
Total Bank Accounts	\$217,565.20
Accounts Receivable	
11001 Accounts Receivable (A/R)	3,525.00
Total Accounts Receivable	\$3,525.00
Other Current Assets	\$206,000.00
Total Current Assets	\$427,090.20
Other Assets	
13200 Due from Shareholder	36,000.00
19011 Software Development	3,800.00
19012 iFixandRepair Brand	75,000.00
19099 Accumulated Amortization	-43,800.00
Total Other Assets	\$71,000.00
TOTAL ASSETS	\$498,090.20
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20001 Accounts Payable (A/P)	784.00
Total Accounts Payable	\$784.00
Other Current Liabilities	
23037 Due to iFixandRepair	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$784.00
Total Liabilities	\$784.00
Equity	
30001 Retained Earnings	814.78
30010 Owner's Investment	36,667.00
Net Income	459,824.42
Total Equity	\$497,306.20
TOTAL LIABILITIES AND EQUITY	\$498,090.20

iFixandRepair Franchise

Profit and Loss
July - September, 2022

	TOTAL
Income	
40000 Sales	
40050 License/Franchise Fee	1,000.00
40120 Point of Sale Software	3,098.00
40130 VOIP/Phones	10,505.53
40140 Royalties	281,634.86
Total 40000 Sales	296,238.39
Total Income	\$296,238.39
Cost of Goods Sold	
50000 Cost of Goods Sold	
50120 Point of Sale Software	2,628.06
Total 50000 Cost of Goods Sold	2,628.06
Total Cost of Goods Sold	\$2,628.06
GROSS PROFIT	\$293,610.33
Expenses	
60400 Bank Service Charges	204.60
60900 Insurance Expense	1,759.50
61500 Professional Fees	
61510 Accounting	12,000.00
61511 Administrative/Documentation Processing	3,000.00
61512 Customer Service	7,500.00
61516 Graphic Art Production	18,000.00
61518 Lead Generation	3,450.00
61520 Legal Fees	3,939.20
61531 Web Development	8,250.00
Total 61500 Professional Fees	56,139.20
61800 Rent Expense	6,000.00
62000 Software Expense	160.00
65000 Repairs & Maintenance	13,000.00
65005 Travel	1,000.00
Taxes & Licenses	5,271.47
Total Expenses	\$83,534.77
NET OPERATING INCOME	\$210,075.56
NET INCOME	\$210,075.56

IFIXANDREPAIR FRANCHISE LLC

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2022

IFIXANDREPAIR FRANCHISE LLC

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Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT

To the Members of
iFixandRepair Franchise LLC

Opinion

We have audited the accompanying financial statements of iFixandRepair Franchise LLC (the "Company"), which comprise the balance sheet as of June 30, 2022, and the related statements of operations, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of iFixandRepair Franchise LLC as of June 30, 2022, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit 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 iFixandRepair Franchise LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit of evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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 the 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 iFixandRepair Franchise LLC'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 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 there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the 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 iFixandRepair Franchise LLC'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 iFixandRepair Franchise LLC'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.

BAS Partners LLC

Pembroke Pines, Florida
November 1, 2022

IFIXANDREPAIR FRANCHISE LLC

BALANCE SHEET

JUNE 30, 2022

Assets

Current Assets

Cash	\$	224,677
Due from shareholder		<u>36,000</u>

Total Current Assets 260,677

Intangible Assets, Net 35,000

Total Assets \$ 295,677

Liabilities and Members' Equity

Current Liabilities

Accounts payable and accrued expenses	\$	8,447
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Members' Equity 287,230

Total Liabilities and Members' Equity \$ 295,677

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

IFIXANDREPAIR FRANCHISE LLC

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED JUNE 30, 2022

Revenues

Franchise and royalty fees	\$ 665,961
Training fees	10,750
Technology fees	50,158

Total Revenues	<u>726,869</u>
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Cost of Revenues

Store buildout consulting	260,000
POS software	4,742

Total Cost of Revenues	<u>264,742</u>
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Gross Profit	<u>462,127</u>
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General and Administrative Expenses

Professional fees	78,645
Advertising and marketing	57,200
Website	22,000
Customer service	20,000
Rent	20,000
Administrative	8,000
Insurance	2,064
Amortization	1,667
Bad debts	975
Bank charges	588
Computer and software	425

Total General and Administrative Expenses	<u>211,564</u>
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Net Income	<u><u>\$ 250,563</u></u>
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The accompanying notes are an integral part of these financial statements.

IFIXANDREPAIR FRANCHISE LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE YEAR ENDED JUNE 30, 2022

Balance - July 1, 2021	\$ 10,000
Member contributions	26,667
Net income	<u>250,563</u>
Balance - June 30, 2022	<u><u>\$ 287,230</u></u>

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

IFIXANDREPAIR FRANCHISE LLC

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2022

Cash Flows from Operating Activities

Net Income	\$ 250,563
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization	1,667
Changes in operating assets and liabilities:	
Due from shareholder	(46,000)
Accounts payable	8,447
Total Adjustments	<u>(35,886)</u>
Net Cash Provided by Operating Activities	214,677
Cash - Beginning	<u>10,000</u>
Cash - Ending	<u><u>\$ 224,677</u></u>

Supplemental Disclosures of Cash Flow Information

Cash paid for interest	\$ --
Cash paid for income taxes	\$ --

Other Non-Cash Investing and Financing Activities

Contribution of intangible assets	\$ 26,667
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The accompanying notes are an integral part of these financial statements.

IFIXANDREPAIR FRANCHISE LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2022

NOTE 1 – DESCRIPTION OF BUSINESS

iFixandRepair Franchise LLC (the “Company”) was formed as a Florida limited liability company on April 23, 2021. The Company was organized to be a franchisor that licenses retail stores under the trade name iFixandRepair. The licensed stores offer repair services for mobile devices, including cellular and smartphones, tablets, PDA devices and repair services for game consoles and computers. In addition to repair services, the stores also offer telephone and wireless device accessories for sale.

The rights, title and interest in the franchise agreements and relationships associated with 87 outlets was assigned to the Company by an affiliated company effective July 1, 2021. The rights, title and interest in all other intellectual property associated with the franchise system was assigned to the Company by an affiliated company effective April 23, 2021.

There was a total of 108 outlets in operation as of June 30, 2022, of which 15 outlets were owned by the Company or an affiliate.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

USE OF ESTIMATES

The preparation of the financial statements in conformity with U.S. GAAP 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 differ from those estimates and those differences could be material.

CASH EQUIVALENTS

The Company considers all short-term investments purchased with an original maturity of three months or less to be cash equivalents. The Company did not have any cash equivalents as of June 30, 2022.

The Company maintains deposit balances at financial institutions that may, from time to time, exceed federally insured limits. Federally insured amounts are currently insured up to \$250,000 per each qualified financial institution by the Federal Deposit Insurance Company (“FDIC”). The Company maintains its cash with quality financial institutions, which the Company believes limits these risks.

IFIXANDREPAIR FRANCHISE LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INTANGIBLE ASSETS

Intangible assets are amortized on a straight-line basis over the time period in which the economic benefits of the asset are expected to be consumed. The Company's intangible assets principally consist of its trade name, which has been determined to have a remaining useful life of 10 years.

INCOME TAXES

The Company is organized as a limited liability company. In lieu of corporate income taxes, the members of a limited liability company is taxed on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. The Company's income tax filings are subject to audit by various taxing authorities, generally for 3 years from the date of filing the income tax return. The Company recognizes tax related interest and penalties, if any, in general and administrative expenses. During the year ended June 30, 2022, the Company recognized no interest or penalties related to income taxes.

REVENUE RECOGNITION

The Company recognizes revenue in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification 606 ("ASC 606"), under which the Company performs the following steps: (i) identifies the contracts with a customer, (ii) identifies the performance obligations within the contract, including whether they are distinct and capable of being distinct in the context of the contract; (iii) determines the transaction price; (iv) allocates the transaction price to the performance obligations in the contract; and (v) recognizes revenue when, or as, the Company satisfies each performance obligation.

The Company's revenues consist primarily of franchise fees, royalty fees, and technology fees and are recognized in amounts that reflects the consideration the Company expects to be entitled in exchange for those services. The Company's franchise agreements enter the parties into a contractual agreement, typically over a ten-year term, and include performance obligations as follows: protected territory designation, access to proprietary manuals and handbooks, initial training and on-going assistance, consulting, promotion of goodwill, administration of marketing fund, marketing and promotion items, company website access, and use of the Company's intellectual property (IP) (e.g., trade name – iFixandRepair). Upon entering into a franchise agreement, the Company generally charges an initial franchise fee, which is fully collectible and nonrefundable as of the date of the signing of the franchise agreement.

IFIXANDREPAIR FRANCHISE LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

In accordance with ASC 606, initial franchise fees are generally considered to be a part of the license of IP, and therefore the performance obligation related to these fees is satisfied over time as the Company fulfills its promise to grant the franchisees' rights to use, and benefit from, the Company's IP. The initial franchise fees charged by the Company are minimal and instead the Company charges franchisees a flat-fee monthly royalty fee, in addition to a sales-based royalty fee, which is for license of the Company's symbolic intellectual property and ongoing support functions. These services are highly interrelated so the Company does not consider them to be individually distinct performance obligations, and therefore accounts for them as a single performance obligation. Revenue from franchise agreements is billed and recognized evenly over the term of the agreement with the exception of sales-based royalties.

Sales-based royalties that are recognized in the period in which the sales occur. Sales-based royalties are variable consideration related to our performance obligation to the Company's franchisees to maintain the intellectual property being licensed. Under our franchise agreements, franchisee advertising contributions must be spent on marketing and related activities. Advertising revenues and expenditures are recorded on a gross basis within the statements of operations.

Training and technology fees are recognized as revenue at the later of when the services or usage occurs, or the related performance obligation is satisfied. Technology fees are recorded net of processing fees.

The Company may also charge fees for a marketing fund, generally based on a specified percentage of individual franchisee's gross revenues, which is managed by the Company, to allocate towards Company branding. Marketing fees are limited to marketing amounts expensed; therefore, the Company will recognize amounts received in excess of amounts spent on the balance sheet in the accrued marketing fund liability.

When contracts are terminated due to default, or in conjunction with an early termination agreement, the Company accounts for the early termination as a contract modification under ASC 606. Because the termination eliminates any future performance obligations of the Company any deferred revenue associated with the terminated contract is recognized into revenue at the time of termination, along with any early termination fees.

IFIXANDREPAIR FRANCHISE LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2022

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ADVERTISING AND MARKETING COSTS

The Company expenses advertising and marketing costs as incurred. Advertising and marketing costs amounted to approximately \$57,000 for the year ended June 30, 2022.

SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 1, 2022, the date these financial statements were available to be issued and is not aware of any subsequent events that would have a material impact on the accompanying financial statements.

NOTE 3 – INTANGIBLE ASSETS

A summary of the intangible assets as of June 30, 2022 is as follows:

		Estimated Useful Lives
Trade name	\$ 36,667	10 years
Less: accumulated amortization	<u>(1,667)</u>	
Intangible assets, Net	<u><u>\$ 35,000</u></u>	

Estimated future amortization expense is as follows:

For the Year Ending June 30,	
2023	\$ 3,667
2024	3,667
2025	3,667
2026	3,667
2027	3,667
Thereafter	<u>16,665</u>
Total	<u><u>\$ 35,000</u></u>

IFIXANDREPAIR FRANCHISE LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2022

NOTE 4 – RELATED PARTY TRANSACTIONS

As of June 30, 2022, the Company had a balance due from a shareholder in the amount of \$35,000, which is uncollateralized, non-interest bearing and due on demand.

NOTE 5 – VULNERABILITY – IMPACT OF COVID - 19

The severity of the impact of COVID-19 on the Company's operations will depend on a number of factors, including, but not limited to, the duration and severity of the pandemic and the extent and severity of the impact on the Company's customers, all of which are uncertain and cannot be predicted. The Company's future results could be adversely impacted by delays in cash collections and or payments of other receivables. Management is unable to predict with absolutely certainty the impact of COVID-19 on its financial condition, results of operations or cash flows.

NOTE 6 – SUMMARIZED FRANCHISE ACTIVITY

Changes in the number of franchises for the year ended June 30, 2022, consist of the following:

Units in operation, beginning*	87
Units opened	29
Units terminated or closed	<u>(8)</u>
Units in operation, ending	<u>108</u>
Franchised units	93
Related party owned units	15

* Beginning units noted above represent the units held by an affiliated company as of June 30, 2021, which were assigned to the Company as of July 1, 2021.

IFIXANDREPAIR FRANCHISE LLC

FINANCIAL STATEMENTS

FOR THE PERIOD FROM INCEPTION (APRIL 23, 2021) TO JUNE 30, 2021

IFIXANDREPAIR FRANCHISE LLC

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INDEPENDENT AUDITOR'S REPORT

To the Members of
iFixandRepair Franchise LLC

Report on the Financial Statements

I have audited the accompanying financial statements of iFixandRepair Franchise LLC (the "Company"), which comprise the balance sheet as of June 30, 2021, and the related statements of operations, members' equity and cash flows for the period from inception (April 23, 2021) through June 30, 2021, 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

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my 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, I 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.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of iFixandRepair Franchise LLC as of June 30, 2021, and the results of its operations and its cash flows for the period from inception (April 23, 2021) to June 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

BAS Partners LLC

Pembroke Pines, Florida
August 17, 2021

IFIXANDREPAIR FRANCHISE LLC

BALANCE SHEET

JUNE 30, 2021

Assets

Current Assets

Cash	\$ 10,000
------	-----------

Total Assets	\$ 10,000
---------------------	------------------

Liabilities and Members' Equity

Liabilities	\$ --
--------------------	-------

Members' Equity	10,000
------------------------	--------

Total Liabilities and Members' Equity	\$ 10,000
--	------------------

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

IFIXANDREPAIR FRANCHISE LLC

STATEMENT OF OPERATIONS

FOR THE PERIOD FROM INCEPTION (APRIL 23, 2021) TO JUNE 30, 2021

Revenues	\$	--
Expenses		--
Net Income	\$	--

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

IFIXANDREPAIR FRANCHISE LLC

STATEMENT OF MEMBERS' EQUITY

FOR THE PERIOD FROM INCEPTION (APRIL 23, 2021) TO JUNE 30, 2021

Balance - April 23, 2021 (inception)	\$	--
Member contributions		10,000
Net income		<u>--</u>
Balance - June 30, 2021	\$	<u>10,000</u>

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

IFIXANDREPAIR FRANCHISE LLC

STATEMENT OF CASH FLOWS

FOR THE PERIOD FROM INCEPTION (APRIL 23, 2021) TO JUNE 30, 2021

Cash Flows from Financing Activities	
Member contributions	\$ 10,000
Net Cash Used in Financing Activities	<u>10,000</u>
Net Increase in Cash	10,000
Cash - Beginning	<u>--</u>
Cash - Ending	<u>\$ 10,000</u>
Supplemental Disclosures of Cash Flow Information	
Cash paid for interest	\$ --
Cash paid for income taxes	\$ --

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

IFIXANDREPAIR FRANCHISE LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE PERIOD FROM INCEPTION (APRIL 23, 2021) TO JUNE 30, 2021

NOTE 1 – DESCRIPTION OF BUSINESS

iFixandRepair Franchise LLC (the “Company”) was formed as a Florida limited liability company on April 23, 2021. The Company was organized to be a franchisor that licenses retail stores under the trade name iFixandRepair. The licensed stores offer repair services for mobile devices, including cellular and smartphones, tablets, PDA devices and repair services for game consoles and computers. In addition to repair services, the stores also offer telephone and wireless device accessories for sale. There was a total of 87 outlets in operation as of June 30, 2021, of which 20 outlets were owned by the Company or an affiliate. The rights, title and interest in the franchise agreements and relationships associated with all 87 outlets was assigned to the Company by an affiliated company effective April 23, 2021. The rights, title and interest in all other intellectual property associated with the franchise system was assigned to the Company by an affiliated company effective April 23, 2021.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

USE OF ESTIMATES

The preparation of the financial statements in conformity with U.S. GAAP 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 differ from those estimates and those differences could be material.

CASH EQUIVALENTS

The Company considers all short-term investments purchased with an original maturity of three months or less to be cash equivalents. The Company did not have any cash equivalents as of June 30, 2021.

The Company maintains deposit balances at financial institutions that may, from time to time, exceed federally insured limits. Federally insured amounts are currently insured up to \$250,000 per each qualified financial institution by the Federal Deposit Insurance Company (“FDIC”). The Company maintains its cash with quality financial institutions, which the Company believes limits these risks.

IFIXANDREPAIR FRANCHISE LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE PERIOD FROM INCEPTION (APRIL 23, 2021) TO JUNE 30, 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES

The Company is organized as a limited liability company. In lieu of corporate income taxes, the members of a limited liability company is taxed on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. The Company's income tax filings are subject to audit by various taxing authorities, generally for 3 years from the date of filing the income tax return. The Company recognizes tax related interest and penalties, if any, in general and administrative expenses. During the period from inception (April 23, 2021) to June 30, 2021, the Company recognized no interest or penalties related to income taxes.

SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 17, 2021, the date these financial statements were available to be issued and is not aware of any subsequent events that would have a material impact on the accompanying financial statements.

NOTE 3 – SUMMARIZED FRANCHISE ACTIVITY

Changes in the number of franchises for the year ended June 30, 2021 consist of the following:

Units in operation, beginning*	74
Units opened	20
Units terminated or closed	<u>(7)</u>
Units in operation, ending	<u>87</u>
Franchised units	67
Related party owned units	20

* Beginning units noted above represent the units held by an affiliated company as of June 30, 2020, which were assigned to the Company as of June 30, 2021.

Exhibit B-1: Single Store Franchise Agreement and Exhibits

FRANCHISE AGREEMENT

SINGLE STORE

**IFAR
iFixandRepair**

iFixandRepair Franchise LLC

Franchisee: _____

Date: _____

Store Location: _____

Cover Page

FRANCHISE AGREEMENT

SINGLE STORE

IFAR

iFixandRepair

iFixandRepair Franchise LLC

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EXHIBIT 2: AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT SERVICE

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EXHIBIT 4: STATEMENT OF OWNERSHIP

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EXHIBIT 7: CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

FRANCHISE AGREEMENT

Single Store

iFixandRepair Franchise LLC

THIS FRANCHISE AGREEMENT (the “**Agreement**”) is entered into and effective _____, between iFixandRepair Franchise LLC., a Florida limited liability company, located at 429 Seabreeze Blvd., Fort Lauderdale, Florida, 33316 (“**Franchisor**” and “**we/us**”), and _____ (“**Franchisee**” and “**you**”).

Franchisee agrees to operate, and understands that this Agreement is for, a single franchise store, to be established and to conduct business in accordance with the terms of this Agreement, from that single approved location specified in Exhibit 1 of this Agreement. If this Agreement is executed in conjunction with a Multiple Franchise Purchase Addendum (“**MFPA**” hereafter), Franchisee shall pay the initial franchise fee(s) as set forth in the MFPA. If this Agreement is not executed in conjunction with Franchisor’s MFPA, Franchisee shall pay to the Franchisor the initial franchise fee set forth in section 5 of this Agreement.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1. DEFINITIONS

- “**Assets**”
Means the franchised Business to be opened and operated by the Franchisee, including all inventories, supplies, furnishings, equipment, fixtures, land, buildings and improvements, contract/lease rights, and other tangible items relating to the Business.
- “**Business**”
Means the iFixandRepair Franchise LLC franchise rights which Franchisee is granted to operate an iFixandRepair retail store in conformity with the requirements of this Agreement.
- “**Business Records**”
Means evidence of each business transaction, and all financial, marketing, and other operating aspects of the Business, and all evidence and records with respect to customers, employees, and other service professionals relating the Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other records created and maintained by Franchisee in the operation of the Business.
- “**Confidential Information**”
Means all methods for establishing, operating and promoting the Business pursuant to the Franchisor’s distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks

and information and know-how of the Franchisor, and such other improvements, and information, as may be further developed periodically by the Franchisor.

- **“Gross Revenue”**
Means the total of all receipts derived from services performed or products sold at the Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property, or other means of exchange. “Gross Revenue” shall exclude only sales tax receipts that Franchisee must by law collect from customers and that Franchisee pays to the government, promotional or discount coupons to the extent that Franchisee realizes no revenue, and employee receipt of services or products, if free, or any portion not paid for by an employee.
- **“Multi-Area Marketing Programs”**
Means regional, national, or international programs designed to increase business, such as marketing to multi-area customers, Internet, shows, events, yellow pages, directories, affinity marketing, vendor programs, and co-branding programs. Such programs may require Franchisee’s cooperation and participation, including refraining from certain channels of marketing and distribution, and payment of commissions or referral fees. Franchisee must also adhere to maximum pricing to the extent permitted by law. All such programs or policies are proprietary trade secrets of Franchisor. To the extent Franchisor establishes such programs, Franchisee shall be required to participate in, and adhere to, the standards and requirements of such programs.
- **“Manual”**
Means Franchisor’s Operations Manual, including all supplements and revisions to the Manual, and other written materials, including information posted on Franchisor’s Web site, and information sent to or accessed by Franchisee in print or electronic form, manuals, written procedures, memoranda and their supplements loaned to Franchisee by Franchisor. Franchisor reserves the right to revise the Manual, in whole or in part, in its sole and absolute discretion.
- **“Marketing Fund”**
Means the separate financial account established and used by Franchisor for the purposes specified in this Franchise Agreement. The Marketing Fund is not a trust or escrow account, and is managed by Franchisor in its sole discretion, subject only to the provisions of this Agreement.
- **“Marks”**
Means all trade names, trademarks, service marks, logos, decor, color schemes, trade dress, layout, and commercial symbols, and similar and related words or symbols, and all rights related thereto, now or in the future associated with Franchisor, the System or the franchised Business, whether or not they are registered, including, but not limited to, names and marks related to the term iFixandRepair or IFAR”
- **“Approved Location”**

Means the location selected by you and approved by us within the granted Protected Territory, and as described in **Exhibit 1** to this Agreement, at which Franchisee may operate the franchised Business using the System.

- **“Protected Territory”**
Means the territory described in **Exhibit 1** to this Agreement, subject to any reservations or exceptions contained in this Agreement.
- **“System”**
Means, collectively, Franchisor’s valuable know how, information, trade secrets, methods, Manuals, standards, designs, methods of trademark usage, copyrightable works, products and service sources and specifications, software, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development, connected with the operation and promotion of the franchised Business, and the Franchisor’s System related thereto, as modified by Franchisor at any time, in its sole discretion.
- **“Trade Secret”**
Is the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures, and improvements regarding the System that is valuable and secret in the sense that it is not generally known to the general public or to competitors of Franchisor, or which material(s) or information may be considered and/or designated as a Trade Secret by the Franchisor.
- **“Transfer”**
Means to seek to voluntarily or involuntarily transfer, assign, sell, or encumber any interest in or ownership or control of, the franchised Business, substantial assets of the franchised Business, or of this Agreement.

2. GRANT OF FRANCHISE

- **Grant of License**
Subject to the terms and conditions of this Agreement, and any other agreements incorporated herein by reference, Franchisor grants to Franchisee an exclusive license to operate a Business at the Approved Location, as designated in Exhibit 1 to this Agreement, and described in Section 4 hereof, using the System and the Marks for the term of this Agreement, and any renewals hereof. Franchisee may use the Marks and System only in accordance with the terms and conditions of this Agreement.
- **Modification of System**
Franchisor reserves the right to periodically change, improve, or further develop the System, or any part of the System, in its sole discretion. Franchisee must promptly accept and comply with any change to the System and make any expenditure as necessary to comply. Such changes shall include, but shall not be limited to, revisions to the Franchisor’s Manual.

- **Ownership and Principal Contact of Franchisee**

If Franchisee is an entity, Franchisee shall complete and update, throughout the term of this Agreement, as necessary, the Statement of Ownership attached hereto as Exhibit 4. In addition, if Franchisee is an entity, all owners of the entity shall guaranty Franchisee's performance under this Agreement by signing the Guaranty and Assumption of Franchisee's Obligations attached hereto as Exhibit 5.

If Franchisee is a limited liability company, partnership, corporation or other entity, Franchisee shall provide to Franchisor a resolution signed by all members, directors and/or partners, as appropriate, designating the principal contact person for the Business. This principal contact person must be a managing member, general partner or controlling shareholder. Such representative shall have the authority to speak for and bind the Franchisee in all matters pertaining to this Agreement, and in all matters relating to the Business. Further, if Franchisee is an entity, such entity shall engage in no business other than the operation of the Business governed by this Agreement.

3. TERM AND RENEWALS

- **Term of Agreement**

This Agreement begins on the date stated to be the "effective date" above and will continue for a period of ten (10) years, unless earlier terminated as provided under this Agreement.

If this Agreement is for a location that is identified as TBD (To Be Determined) per the terms of this Agreement or a scheduled development location per the terms of a Multiple Franchise Purchase Addendum, the term begins on the date stated to be the "effective date" on the Site Approval Addendum, and will continue for a period of ten (10) years, unless terminated as provided under this Agreement.

- **Rights Upon Expiration**

At the end of the term of this Agreement, Franchisee may renew its license for successive periods of ten (10) years as specified hereafter, provided Franchisor does not exercise its rights of cancellation as set forth below.

- **Right of Cancellation/Termination**

Franchisor may refuse, in Franchisor's sole discretion, to renew Franchisee's license if Franchisee:

fails to remedy, in the time frame set forth in this Agreement, any breach of this Agreement specified by Franchisor in a written notice;
has committed two (2) or more noticed breaches of this Agreement in the preceding twenty-four (24) months prior to expiration, whether or not such breaches have been remedied in accordance with this Agreement;
fails to give notice of Franchisee's intent to renew at least three (3) months, but no more than twelve (12) months, prior to the expiration of this Agreement. Failure to give timely notice will be considered an election by the Franchisee not to renew this Agreement; or

is not current in payment obligations to Franchisor or its subsidiaries and affiliates, or to trade creditors, governmental authorities, landlords, or mortgage holders at the time Franchisee delivers its notice of renewal or on the date this Agreement is scheduled to expire.

- **Renewal Agreement**

At the time of renewal, Franchisee must execute a renewal franchise agreement, and all other legal agreements, in Franchisor's then-current form for new franchisees. These agreements may vary in material aspects from this Agreement, including, but not limited to, higher royalty and advertising fees. As a condition to renewal, Franchisee must sign a general release of claims in a form designated or approved by Franchisor. Franchisee must also make any capital expenditures that are reasonably required for the renovation and modernization of the Business, signs, vehicles, or any other required equipment to reflect the then-current image of Franchisor.

- **Renewal Fee**

Upon signing a renewal franchise agreement, Franchisee will be required to pay a renewal fee of 25% of the then current Franchise Fee per store to the Franchisor.

4. TERRITORY

4.1 Location

Franchisee may operate the franchised Business only within the geographic Protected Territory, and from the Approved Location, as designated in Exhibit 1 to this Agreement, or as otherwise approved hereafter by the Franchisor. Franchisee may not relocate the Approved Location without Franchisor's prior written approval, which may be withheld for any reason.

4.2 Protected Territory

During the term of this Agreement and any extensions, and so long as the Franchisee is not in violation of its obligations hereunder, neither Franchisor nor its affiliates will own, operate or franchise, a fixed location for the operation of any other competing Business within Franchisee's Protected Territory as designated in Exhibit 1 to this Agreement. Franchisee will also have the right to service any persons residing in the Protected Territory, regardless of the method of sales, subject to Franchisor's express reservation of rights set forth in Section 4.04. Once established, and so long as the Franchisee is not in violation of its obligations hereunder, the boundaries of Franchisee's Protected Territory will not be adjusted without Franchisee's written consent. In the case of the Franchisor and the Franchisee having entered into an MFPA, if the Franchisee fails to develop the Businesses in accordance with the schedule set forth in such MFPA, the Franchisee understands and agrees that Franchisee shall have no further rights to any protected area (if applicable) set forth in the MFPA, but, in such case, neither the Franchisor nor its affiliates will own, operate or franchise a fixed location for the operation of any other

competing Business within the Protected Territory granted to the Franchisee pursuant to the terms of this Agreement.

4.3 Reservation of Rights

Franchisor reserves the rights, among others:

- to own, franchise, or operate Businesses at any location outside of the Protected Territory, regardless of the proximity to the Franchisee's Approved Location;
- to use the Marks and the System to sell any products similar to those which Franchisee will sell, through alternative channels of distribution within or outside of the Protected Territory. This includes, but is not limited to, locations such as stores, shops, kiosks, malls, at special events, and other channels of distribution such as television, mail order, catalog sales, sale to unrelated Businesses, or over the Internet;
- to purchase or be purchased by, or merge or combine with, any businesses wherever located, including a business that competes directly with Franchisee's Business;
- to implement multi-area marketing programs which may allow Franchisor or others to solicit or sell to customers anywhere, as set forth in Section 9. Franchisor also reserves the right to issue mandatory policies to coordinate such multi-area marketing programs, which policies Franchisee shall be required to adhere to and comply with.

5. FEES AND ROYALTIES

- **Payment of Fees and Royalties**

All payments required under this Section are imposed by and payable to Franchisor or its affiliates and are non-refundable except as may be expressly provided in this Agreement. All payments must be made by any method Franchisor reasonably specifies, including check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer, or the Internet. Franchisee must sign an Authorization for Electronic Withdrawal, in the form similar to that set forth as **Exhibit 2**. Franchisor may require Franchisee to submit any payments electronically. All payments to Franchisor, and all dollar amounts stated in this Agreement, are in U.S. dollars unless otherwise expressed. Franchisor will not require Franchisee to deposit all Franchisee's revenue into an account that Franchisor controls, or from which withdrawals may be made only with Franchisor's consent, except to secure a loan or financing arrangement by Franchisor.

- **Initial Franchise Fee**

Franchisee must pay an initial franchise fee ("**Initial Franchise Fee**") upon the signing of this Agreement, in the amount of \$25,000 (\$20,000 if Franchisor has granted a veteran discount per its policies). However, if the Franchisee is also entering into an MFPA contemporaneous with the execution of this Single Store Franchise Agreement, the

Franchisee shall be obligated to pay to the Franchisor those initial and continuing franchise fees set forth in the MFPA.

- **Royalties**

Franchisee must pay to Franchisor a Royalty fee in the amount(s) designated below for each preceding weekly period (“Royalty Payment”). The Royalty Payment is due to Franchisor, without notice from Franchisor, on or before the fifth (5th) day of the following week for the prior weekly period. The amount due for the weekly Royalty Payment must be reported using a form specified by Franchisor, and will be collected electronically, or as otherwise specified by Franchisor.

- **Royalty Payment**

Current weekly royalty payments total six percent (6%) of Gross Revenue. For a period of eighteen (18) months (hereinafter “Royalty Term”), in lieu of weekly royalty payments, Franchisee shall be required to pay a recurring monthly royalty payment totaling Seven Hundred Fifty Dollars (\$750). In eighteen (18) months, at the end of royalty term, the royalty payment shall revert to a weekly royalty payment totaling six percent (6%) of Gross Revenue. In the event franchisee opens a 2nd iFixandRepair location prior to eighteen (18) months following the execution of this document, franchisee shall continue to pay \$750 per month in monthly royalty fees for an additional eighteen (18) month royalty term. Following the end of the thirty sixth (36th) month (two 18-month royalty terms), franchisee shall be required to pay weekly royalty payments totaling 6% of Gross Revenue or prevailing new store market rate for royalty payments, whichever is greater.

- **Late Charges and Other Fees**

Unless otherwise stated, Franchisee must pay interest at the rate of one percent (1%) per month, for any late payments due under this Agreement, plus Franchisee must pay ten percent (10%) of the amount owed for any payments provided without having sufficient funds. Franchisee must pay any damages, expenses through appeal, collection costs, and reasonable attorneys’ fees, which Franchisor incurs in connection with Franchisee’s failure to make any required payments.

- **Taxes and Debts**

Franchisee will promptly pay when due all taxes, fees, debts, expenses, and assessments of the franchised Business, including but not limited to all payroll taxes. Franchisee will not permit a tax sale, seizure, levy, execution, bankruptcy, assignment of assets for or by creditors, or similar action to occur.

6. MARKS

- **Marks**

Franchisee must only use the Marks in the conduct of the Business as specified in this Agreement. Any unauthorized use of the Marks by Franchisee will constitute a breach of this Agreement and an infringement on Franchisor’s rights in and to the Marks.

Franchisee agrees that Franchisor has a prior and superior claim to the Marks, and Franchisee has no rights and shall make no claim to the Marks other than the right to use them in the operation of the Business in compliance with this and during the term of this Agreement.

- **Authorized Marks**

Franchisee shall use no trademarks other than “iFixandRepair, IFAR”, or any other Marks or names that Franchisor may specify for use in the identification, marketing, promotion, or operation of the Business. If Franchisee cannot lawfully use the Marks in the Protected Territory, Franchisee must obtain Franchisor’s written approval to use other marks. Franchisee must also follow the copyright guidelines as specified by Franchisor in the Operations Manual with regard to any other written materials which the Franchisor claims protection for.

- **Change of Marks**

Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time of receiving written notification of any change, but not exceeding ninety (90) days, Franchisee must comply with the change, at Franchisee’s sole expense.

- **Limitations on Franchisee’s Use of the Marks**

Franchisee must use the Marks as the sole identification of the Business but must also identify itself as the independent owner of the Business in the manner prescribed by Franchisor. All Marks must be used and displayed in the manner prescribed by the Franchisor. Unless the prior written consent of the Franchisor has been obtained, the Franchisee may not use the Marks, or any words or symbols similar to the Marks, alone or with any prefix, suffix, modifying words, terms, designs, or symbols:

- as part of any entity or business name;
- in conjunction with any documents, contracts, licenses, permits and other official documents. Any reference to the Marks in any document must state that Franchisee’s use of the Marks is limited by this Agreement;
- in any form on the Internet, including, but not limited to, addresses, domain names, links, metatags, locators, and search techniques;
- in connection with the performance or sale of any unauthorized services or products; or
- in any other manner not expressly authorized by Franchisor.

- **Marks on the Internet**

Franchisor retains the sole right to use the Marks and market on the Internet, including all use of Websites, domain names; social media platforms; URL’s; linking; advertising; and co-branding arrangements. Franchisee may not establish a presence on the Internet except as Franchisor may specify, and only with Franchisor’s prior written consent. Franchisee may provide Franchisor with content for Franchisor’s Internet marketing, and Franchisee must sign the Internet and intranet usage agreements as necessary when

developed by Franchisor. Franchisor retains the right to approve any linking to or other use of any “IFAR” web site.

- **Marks in Advertising**

Franchisee must obtain Franchisor’s prior written approval for any use of any item of printed, audio, visual, Internet, electronic media, or multimedia material of any kind bearing any of the Marks, unless supplied by Franchisor. Franchisee must indicate that it is “independently owned and operated.”

- **Goodwill**

All usage of the Marks by Franchisee, and any goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through Franchisee’s operation of the Business, or other activities, will inure to the exclusive benefit of Franchisor.

- **Infringement**

Franchisee must notify Franchisor in writing within three (3) business days of obtaining knowledge of any possible infringement or illegal use by others of the Marks, or of the use by another of a mark which is confusingly similar to the Marks. Franchisor may, in its sole discretion, independently commence an action against the infringing party and bear the reasonable costs associated with the action. Franchisor may also, in its sole discretion, require Franchisee to join in and/or assist in any such action.

- **Signage**

As specified by Franchisor, Franchisee must display signage bearing the Marks and identifying the premises as a Business, and signage indicating that the Business is independently owned and operated as a franchised Business. All signage must remain current with the System’s standards as Franchisor may modify periodically.

7. THE SYSTEM THE MANUAL AND CONFIDENTIAL INFORMATION

- **Confidential Information**

The System, the Manual, and any and all other Confidential Information, including but not limited to all written materials and software relating to the implementation of the Business, are proprietary, involve Trade Secrets of Franchisor, and are disclosed to Franchisee solely on the express condition that Franchisee agrees, and that Franchisee does hereby agree to:

fully and strictly adhere to all security procedures, as prescribed by Franchisor, in its sole discretion, for maintaining the proprietary information as confidential;

disclose such information to its employees only to the extent necessary to market products and services and for the operation of the Business in accordance with this Agreement;

not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor; and

exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term

of this Agreement, and follow Franchisor's security procedures, which include the execution of Franchisor's approved non-disclosure agreements, and intranet, extranet and Internet usage agreements when developed by Franchisor, by Franchisee and any employee, officer, director, representative, or agent who is allowed access.

- **Standards and Authorized Use**

Franchisee must maintain strict compliance with the Operations Manual as presently set forth, and as subsequently amended and revised.

- **Unauthorized Use**

Franchisee must not copy or otherwise reproduce any Confidential Information and must establish procedures to prevent unauthorized use by any other person. Unauthorized use of the Operations Manual, or the System, will constitute a breach of this Agreement and an infringement of our proprietary rights, including trade secrets and copyrights. Franchisee must promptly report to Franchisor any unauthorized use of the Operations Manual or other Confidential Information.

- **Operations Manual**

Franchisor will loan to Franchisee during the term of the franchise one (1) copy of Franchisor's confidential Operations Manual, which may be in print, on an access code-protected company intranet or extranet, or through other media. Franchisor reserves the right to require Franchisee to use the Manual in only an electronic format. The Manual will at all times remain the property of Franchisor, and Franchisee must immediately return the Manual to Franchisor upon expiration, termination, or transfer of this Agreement. Franchisor may periodically update and revise the Manual at its sole and absolute discretion, and Franchisee shall be required, and agrees, to comply with the updated/revised standards as established in accordance with any such updates or revisions. Franchisee acknowledges that its entire knowledge of the operation of the Business is and shall be derived from information disclosed to Franchisee by Franchisor, and that such information is proprietary, confidential and a Trade Secret of Franchisor. Franchisee shall maintain the absolute confidentiality of all such Trade Secrets during and after the term of this Agreement and shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee is bound by the standards for maintaining the privacy of the Manual in the same manner as all other Confidential Information set forth above.

- **Confidentiality and Noncompetition Agreements**

Franchisee and its owners, members, managers, partners or shareholders, officers, directors, agents, and beneficial owners shall execute Franchisor's standard Confidentiality and Non-Compete Agreement (or its equivalent) before the commencement of the franchise, or before performing any work at the Business or otherwise having access to Franchisor's Confidential Information, as the case may be. Franchisee must ensure that its principal employees sign a confidentiality and non-disclosure agreement, as well as a non-compete agreement (to the extent permitted by

applicable law). It is solely Franchisee's obligation to ensure that such agreements comply with applicable laws in the Franchisee's jurisdiction. A copy of all such signed agreements shall be delivered to Franchisor within one week of their execution. It shall be the obligation of the Franchisee to obtain such signed Agreement in each case, and to deliver the executed agreement(s) to the Franchisor, on a timely basis, which shall include delivery before the commencement of employment if applicable, or before assuming any position of ownership, or management, with regard to the franchise.

- **Ownership of Business Records**

Franchisee acknowledges and agrees that the Franchisor shall have access to all Business Records with respect to the franchised Business including, without limitation, all databases (whether in print, electronic or other form), customer information including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other Business Records created and maintained by Franchisee. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor may access such Business Records, and may utilize, transfer, or analyze such Business Records as Franchisor determines to be in the best interest of the System, in Franchisor's sole discretion.

8. FRANCHISOR'S DUTIES

- **Services Provided by Franchisor**

Franchisor will provide initial and continuing services as it deems necessary or advisable in furthering Franchisee's Business and the business of the System as a whole, and in connection with protecting the Marks and goodwill of Franchisor. Provision of services by Franchisor, either initial or continuing, is independent from the payment of the Initial Franchise Fee, or payment of the continuing royalty and/or advertising fees.

- **Site Selection**

Franchisee is solely responsible for locating a site for the Business and negotiating a lease for the property. However, Franchisor will provide assistance, as deemed necessary in the Franchisor's discretion, to Franchisee in analyzing a location and in negotiating a lease. Such services may include Franchisor's analysis of a location by examining population density, traffic patterns, and proximity of the proposed location to any other Business, or any other reasonable criteria, as set forth in Section 10.02. Franchisee agrees that the location of the Business is a factor in the potential for success of the Business and Franchisor may reject any location in its sole discretion, but consent will not be unreasonably withheld. However, Franchisor's analysis and/or assistance in no way constitutes a representation or warranty with respect to the property or the lease. Prior to entering into a lease agreement for the Approved Location, the Franchisee is required to obtain from the Franchisor written approval of the Approved Location, and of the lease. IFAR's consent to a site, location plans or any other matter constitutes permission only and is not an endorsement or guaranty. From

time to time, IFAR may use exclusive commercial real estate agents in connection with specific real estate location searches. While it's rare that a franchisee would be required to pay the real estate commission on the site for the IFAR Store, this has occurred in certain circumstances. In this situation you will be required to pay any real state commission whether or not the exclusive agent is utilized.

- **Equipment, Inventory, Advertising and Services**

Franchisor will specify or approve certain equipment, inventory, and supplies to be used in the Business, as provided elsewhere in this Agreement or within the Manual. Franchisor may negotiate marketing programs with suppliers and obtain advertising allowances or rebates for doing so and may utilize such allowances or rebates in any manner in which Franchisor elects, in its sole discretion.

- **Initial Training**

Franchisor will provide initial and ongoing training and assistance, as Franchisor may reasonably determine to be appropriate, within sixty (60) days of the effective date of this Agreement or within thirty (30) days prior to store opening. Franchisor is not required to provide this training for your second or subsequent franchise. Franchisor will provide the initial training program at its corporate headquarters, or at another location designated by Franchisor, to Franchisee and one designated Manager. Franchisee and a designated manager must attend and satisfactorily complete the initial training program. The training program lasts for approximately five (5) days, and consists of training with regard to the System, techniques, procedures, and methods of operation, customer service, ordering, sales, procedures, accounting, support procedures and instructions on quality standards and practical experience in the operation of the Business. The Initial Training Fee is \$5,000. Franchisee is responsible for all expenses of or related to personal travel, accommodation, and other costs of itself and its personnel while attending training. Franchisee will be charged Franchisor's current training fee for any additional persons attending training.

- **Ongoing Training**

Franchisor reserves the right to hold, and require Franchisee to attend, annual conferences to discuss on-going changes in the industry and/or the System, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, and advertising programs. If the conference is mandatory, Franchisee will not be required to pay a conference fee but must pay all personal travel and living expenses for all of its personnel attending the conference. Conferences will be held at Franchisor's corporate headquarters or at an alternate location chosen by Franchisor.

- We also may offer additional or refresher-training courses from time to time. Some of these courses may be mandatory, and some may be optional. We will not require you to attend more than two such trainings during any calendar year, and the total hours of such trainings will not exceed 40 hours during any calendar year. These courses may be conducted at our training center, or at any other location(s) selected by us. We reserve the right to impose reasonable charges for training classes and materials in connection with

such optional or mandatory training courses. We will notify you of any additional charges before you or your managers enroll in a course.

- **Opening and Continuing Assistance**

Franchisor may provide on-site assistance in connection with initial training related to and/or during the opening of the Business. Franchisor may also provide reasonable ongoing assistance by telephone, email, or other form of communication to Franchisee during normal business hours. If Franchisee requires additional on-site assistance, Franchisee will be charged Franchisor's then-current additional assistance fee per day, plus travel and living expenses for Franchisor's representative.

- **Advertising and Promotional Programs**

Franchisor will provide advertising and promotional programs as set forth in Section 9.

- **Development of Programs**

Franchisor may develop new products and service methods as Franchisor deems beneficial to the System. Franchisor will offer such new products and service methods to Franchisee, and Franchisee must comply as directed by Franchisor, on terms reasonably determined by Franchisor.

- **Modification of System**

Franchisor will periodically seek to continue to improve, modify, and revise the Manual and the specifications, standards, and operating procedures and rules of the System, as set forth in Sections 2.02 and 7.04.

- **Central Purchasing**

Franchisor reserves the right to implement a centralized purchasing system for franchisees and to negotiate prices and terms with suppliers, and to receive rebates from such purchases by Franchisees. Franchisor may utilize such rebated funds in any manner it chooses in Franchisor's sole discretion.

- **Web Site**

Franchisor will provide information regarding Franchisee's Business on its Web site, as set forth in Section 9.02.

9. SOLICITATION AND ADVERTISING

- **Solicitation**

Although Franchisee may only make sales to consumers from its Approved Location within its Protected Territory, except as stated in this paragraph or elsewhere in this Agreement, Franchisee may directly market to or solicit customers who reside outside of the Protected Territory, by means of direct mail, newspaper, radio, direct sales, etc. Franchisee acknowledges and agrees that the Internet is a channel of distribution reserved exclusively to Franchisor, and Franchisee may not market on the Internet or

conduct e-commerce except in participation with, or with the express written consent of, Franchisor, which shall be authorized in Franchisor's sole discretion.

- **Franchisee Direct Advertising**

Franchisor recommends that Franchisee spend an amount equivalent to at least one to three percent of Franchisee's monthly Gross Revenues on direct advertising and promotion each month within or contiguous to the Protected Territory. Franchisee's Report of advertising expenditures is due to the Franchisor in such a frequency and manner as Franchisor specifies, including by electronic means.

- **Regional Advertising Cooperative**

At any time, we will have the right to create or modify advertising regions for the purpose of establishing regional advertising, marketing and promotional programs. We will promptly notify you and our other franchisees, of the establishment, modification and geographical boundaries of regional advertising regions. We may require all franchisees located within each geographic region to meet periodically for the purpose of creating and establishing regional advertising programs. Each franchise unit, and each unit we own and operate, will be entitled to one vote at these meetings. For the purpose of this subsection, each unit we own will be deemed to be a franchise.

If at any meeting of the franchisees in an advertising region, 75% of the franchisees vote to contribute to a regional advertising program, all franchisees within that region will be obligated to make a contribution to a regional advertising fund in the amount established by the vote (the "Regional Advertising Fund"). No advertising region may require any franchisee in that region to make a contribution to a Regional Advertising Fund in excess of 2% of that franchisee's Gross Revenue. This contribution will be in addition to the Franchisee's obligation to pay advertising fees to the National Marketing Fund.

Each Regional Advertising Fund will be administered pursuant to standards and procedures outlined in the Operations Manual by representatives elected by each region, at a meeting we call for this purpose.

- **Internet Marketing**

All Internet marketing must be coordinated through and approved by Franchisor. You may not market independently on the Internet or acquire an independent Internet domain name or Web site, but Franchisor will include Franchisee's Business name and other identifying and contact information on its Web site.

- **Advertising and Marketing Materials**

Franchisor will provide Franchisee with reasonable amounts of advertising and marketing materials which may include, but are not limited to, radio and/or television advertising materials, video and audio files, multimedia, print-ready advertising materials, posters, banners, and other items. Franchisee must purchase any such additional copies of such advertising and marketing materials. Franchisee may develop and produce additional advertising and marketing materials, at Franchisee's own expense, but any advertising and marketing materials must be approved in writing by Franchisor in advance of Franchisee's use of such materials. Franchisor will approve or disapprove of materials submitted by Franchisee within thirty (30) days of receipt.

Franchisor also reserves the option of utilizing the advertising, without cost, developed by Franchisee and providing the advertising to other franchisees.

- **Advertising Royalty; National Marketing Fund**

Franchisor reserves the right, at Franchisor's sole discretion, to require the Franchisee to pay a fee into the National Marketing Fund to advertise the System on a regional, national, or international level, at Franchisor's election. The advertising royalty fee shall be equal to one percent (1%) of Franchisee's monthly Gross Revenue and shall be paid to the Franchisor at the same time and in the same manner as the royalty fee. Such payment shall comprise the Franchisee's contribution to the Franchisor's National Marketing Fund. Franchisor will hold the National Marketing Fund contributions in a separate bank account. Franchisor will use the National Marketing Fund for local, regional, national, Internet, or international advertising or marketing, development and maintenance of any Internet or e-commerce programs, related expenses, and any media or agency costs. Franchisor may use the National Marketing Fund to attend franchise trade shows and other events. We may use the fund to maintain, administer, direct, prepare, and review national, regional, or local brand development activities and programs as we deem proper at our sole discretion. We may use the fund to develop our brand through any medium we choose, such as print, online, other technologies, and public relations. We may use the fund for website updates and maintenance, marketing, advertising, social media maintenance and marketing fees, and other expenses we deem reasonable at our sole discretion for development of the brand. We may use the funds to offset or partially rebate the franchisee local media and printing expenses. We will have sole discretion over the creative ideas, materials, endorsements, placement and allocation of overhead expenses.

We will not be required to spend any amount on advertising in your territory. We will be under no obligation to administer the use of the fund to ensure that expenditures from the National Marketing Fund are proportionate to contributions made by Franchisee or provide a direct or any benefit to Franchisee. The National Marketing Fund will be spent at Franchisor's sole discretion, and Franchisor has no fiduciary duty with regard to the National Marketing Fund. Franchisor may accumulate these funds, and the balance may be carried over to subsequent years and used for the purposes stated in this Agreement. If the National Marketing Fund operates at a deficit or requires additional funds at any time, Franchisor reserves the right to loan such funds to the National Marketing Fund on any terms Franchisor determines. Franchisor may also utilize the National Marketing Fund to reimburse itself for administrative expenses incurred in administering the National Marketing Fund. An unaudited annual financial statement of the National Marketing Fund will be prepared within one hundred twenty (120) days of the close of Franchisor's fiscal year and will be available to Franchisee upon request.

10. CONSTRUCTION AND MAINTENANCE OF BUSINESS

- **Business Construction**

Franchisee must locate Approved Location, to be approved by Franchisor, and equip the Business, at Franchisee's expense, in a good and workmanlike manner as specified by Franchisor. All construction or conversion work must be completed in accordance with the standards and specifications of Franchisor and must conform to all applicable zoning and other requirements of local authorities. Construction or conversion must begin within one hundred twenty (120) days from the effective date of this Agreement unless such date is extended at the sole discretion of the Franchisor. Franchisor will approve or disapprove of the plans submitted by the Franchisee within fifteen (15) days of submission. The Franchisor reserves the right to require that the Franchisee use the services of a contractor selected by the Franchisor for the purpose of completing any construction or conversion at the Approved Location. The Business must be prepared to commence full retail operations and implementation of the System at the Approved Location, with all equipment, inventory, staffing, etc. completed and in place, on or before that date which is six (6) months from the effective date of this Agreement, unless such date is extended at the sole discretion of the Franchisor.

- **Property**

Franchisee may purchase or lease the required real property and improvements comprising the Approved Location from any source upon terms approved by Franchisor in writing. Proposals for location of the Business must be submitted to Franchisor within sixty (60) days of the execution of this Agreement, or this Agreement will automatically terminate, unless such date is extended at the sole discretion of the Franchisor. Franchisee must deliver to Franchisor any traffic, competition, and demographic and similar location information relating to any proposed site that Franchisor reasonably requests, for review at least fifteen (15) days before any proposed lease signing date. Franchisee must also deliver to Franchisor a copy of the proposed lease, and an option to assume the lease signed by the lessor in favor of Franchisor, in a form acceptable to Franchisor. Signing of any premises lease by the Franchisee is subject to the Franchisee obtaining written approval from the Franchisor of the terms of the lease prior to the signing of the lease by the Franchisee, and/or prior to any commitment entered into by the Franchisee whereby the Franchisee becomes committed to enter into the premises lease. If the Franchisor assists Franchisee in negotiating the lease, or negotiating Franchisor's required option to assume the lease, and/or the lease riders set forth in section 10.03 below, the Franchisor may charge Franchisee a lease negotiation fee. Franchisor will provide Franchisee with standard sample floor layouts and architectural plans, but all final plans must be approved by Franchisor.

- **Lease Riders**

If Franchisee leases the Approved Location, the lease must contain the following provisions:

on termination of this Agreement for any reason, Franchisor or its designee will have the option for thirty (30) days to assume Franchisee's remaining lease obligations without accruing any liability regarding the lease prior to the effective date of any such assumption; or Franchisor

will have the right to execute a new lease for the remaining term on the same terms and conditions;
all notices of default to Franchisee under the lease must be sent contemporaneously to Franchisor;
in the event Franchisee defaults under the lease, Franchisor or its designee will have an opportunity, but not the obligation, to cure such default and to assume Franchisee's remaining obligations under the lease, but will not have any obligation to do so; and
Franchisor shall be granted the right to receive an assignment of the leasehold interest from Franchisee upon termination or expiration of the initial term or any renewal term, or any termination of Franchisee, and the right to reassign the lease; and
a provision reserving to Franchisor the right, at Franchisor's sole and absolute election, to assume the obligations of the Franchisee without becoming liable on the existing charges or liabilities related to any default in lease obligations by the Franchisee, and to lease without further approval from the landlord or additional charge.

- **Maintenance and Upgrades**

Subject to the terms of this Section, Franchisee must at all times comply with Franchisor's standards, specifications, processes, procedures, requirements and instructions regarding the Business's physical facilities, including the layout of furnishings and fixtures. Franchisee must maintain the Business and any parking areas in good and safe condition, as specified in the Manual. Franchisee must remodel or upgrade the Business at its own cost in accordance with Franchisor's reasonable standards and requests.

11. RECORDS AND REPORTS

- **Records**

Franchisee must keep and transmit complete and accurate Business Records on a current basis relating to the Business in the form, time, and manner that Franchisor prescribes. Franchisee must provide Franchisor with all hard copies, and access to electronic reports, as reasonably prescribed. Franchisee must maintain an accounting system which accurately reflects all operational aspects of the Business, including uniform reports as may be required by Franchisor. Franchisee must submit to Franchisor current financial statements and other reports as Franchisor may reasonably request to evaluate or compile research data on any operational aspect of the Business. Franchisor reserves the right to require that Franchisee make available its sales records and files by way of an Internet connection. Business Records will specifically also include:

tax returns;
daily reports;
statements of Gross Revenues and expenses, to be prepared each month for the preceding month;
profit and loss statements, to be prepared at least quarterly and by an independent Certified Public Accountant annually; and

balance sheets, to be prepared at least annually by an independent Certified Public Accountant.

Franchisee must keep accurate records relating to the franchised Business for a period of three (3) years after the termination or expiration of this Agreement.

- **Records Standards**

Franchisee must prepare all financial reports in accordance with generally accepted accounting principles, consistently applied, in a form approved by Franchisor. Franchisee must periodically deliver to Franchisor copies of accounting, tax and other documents and information, within ten (10) business days of Franchisor's requests. Franchisee must provide Franchisor with a copy of its annual financial statements including a profit and loss statement and a balance sheet containing complete notes and disclosures. Such statements must be compiled by an independent Certified Public Accountant and be delivered to Franchisor within ninety (90) days after Franchisee's fiscal or calendar year end, as the case may be.

- **Audits**

Franchisee must provide Franchisor or its agent's access to Franchisee's Business and computer systems to examine or audit Franchisee's Business, at any reasonable time without notice. Franchisor will bear the cost of the audit, unless Franchisee fails to report as required or understates Gross Revenue by two percent (2%) or more for any reported time period, in which case Franchisee will pay the audit cost plus interest on understated costs of one percent (1%) per month or the maximum amount permitted by law. Franchisee must immediately pay to Franchisor all sums owed in addition to any other remedies provided in this Agreement or by law.

12. FRANCHISEE'S DUTIES

- **Compliance with Applicable Laws**

Franchisee agrees to (i) comply with all applicable laws, ordinances and regulations or rulings, or licensing requirements, of every nature whatsoever which in any way regulate or affect the operation of its business, (ii) pay promptly all taxes and business expenses, and (iii) comply with all laws covering occupational hazards, accommodations for the disabled, including without limitation, the Americans with Disabilities Act, if applicable, health, workers' compensation insurance and unemployment insurance. Franchisee agrees, at its expense, to modify its Business, if necessary, to comply with any such applicable laws or regulations. Franchisee shall not engage in any activity or practice that result in, or may reasonably be anticipated to result in, any public criticism of the Franchisor's system or any part thereof. The Franchisee shall indemnify and hold the Franchisor harmless from and against any and all claims of any authority with regard to such compliance issues. Additionally, to the extent any claim may be made by any such authority relating to any claimed violations relating to the conduct of the business, the Franchisee shall immediately take all steps necessary to address and resolve all such claims, and to continue to conduct the business in full accord with all such laws, rules, regulations and standards.

- **System Compliance**

Franchisee must comply with the System, the Operations Manual, systems, procedures and forms that are in effect from time to time. All mandatory specifications, standards, and operating procedures prescribed by Franchisor in the operations Manual, or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth herein. Accordingly, all references in this Agreement to Franchisee's obligations under this Agreement, including those relating to the Business, equipment, software, procedures, products and materials, shall include such mandatory specifications, standards, and operating procedures. Franchisor may require Franchisee to add additional products or concepts to the Business in the future, at Franchisee's expense.

- **Uniformity and Image**

In order to maintain uniform standards of quality, appearance, and marketing, Franchisee agrees and understands that it is essential that Franchisee conform to Franchisor's standards and specifications. Franchisee will manage its own operations and employees.

- **Operations**

Franchisee must operate the Business in accordance with the System and Manual, as amended by Franchisor in Franchisor's discretion. Franchisee, or a fully trained, qualified and approved manager, must participate personally and full-time in the Business.

- **Right of Entry and Inspection**

Franchisee must permit Franchisor or its authorized agent or representative to enter the Approved Location during normal business hours and to reasonably inspect the operations of the franchised Business. Without any liability to Franchisee, Franchisor may confiscate any materials which Franchisor, in its reasonable judgment, determines to be either illegal or in violation of this Agreement. Franchisor shall have the right to observe Franchisee and its employees rendering services, to confer with Franchisee's customers and to generally review the Business operations for compliance with the standards and procedures set forth in this Agreement, and in the Operations Manual.

- **Restrictions on Services and Products**

Franchisee is prohibited from offering or selling any services or products not authorized by Franchisor as being a part of the System. Franchisee shall purchase all products, equipment, services, supplies and materials required for the operation of the Business from Franchisor, its affiliates, or suppliers designated or approved by Franchisor. However, if Franchisee proposes to offer, conduct or utilize any services, products, materials, forms, items, supplies or services for use in connection with or sale through the Business which are not previously approved by Franchisor as meeting its specifications, Franchisee shall first request approval in writing from Franchisor. Franchisor will not unreasonably withhold its approval (unless it designates an exclusive supplier for the particular product or service at its discretion); however, in order to make such determination, Franchisor may require submission of specifications, information or samples of such products, services, materials, forms, items or supplies. Franchisor will advise Franchisee within 30 days

whether such products, services, materials, forms, items or supplies meet its specifications. Approved product descriptions and supplier contact information are prescribed in the Manual. If there is no designated or approved supplier for particular items, Franchisee may purchase from suppliers approved in advance by Franchisor who meet all of Franchisor's specifications and standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Business.

- We or our agents may inspect any approved manufacturer's, supplier's or distributor's facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier or distributor. If we find from any inspection that a manufacturer, supplier or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, with a notice that unless the failure or deficiency is corrected within 30 days, the manufacturer, supplier or distributor will no longer be approved.

- **Limitations on Supply Obligations**
Nothing in this Agreement shall be construed to be a promise or guarantee by Franchisor as to the continued existence of a particular product or service, nor shall any provision herein imply or establish an obligation on the part of Franchisor and/or its affiliates to sell products to Franchisee if Franchisee is in arrears on any payment to Franchisor or its affiliates, or otherwise in default under this Agreement. If Franchisee fails to pay in advance or as other terms require in full for each shipment of products purchased, Franchisor or its affiliates shall not be obligated to sell products, or to provide services, to Franchisee. In addition, Franchisor may impose interest on any late payments on the terms described in Section 5.05.

- **Insurance**
Franchisee must keep in force insurance policies as prescribed by Franchisor in the Manual by an insurance company acceptable to Franchisor at all times during the term of this Agreement and any renewals. Insurance coverage must include general liability, combined single limit, bodily injury and property damage insurance for premises operations, products liability and all other occurrences against claims of any person, employee, customer, and agent or otherwise in an amount per occurrence of not less than such amount set forth in the Manual and adjusted by Franchisor from time to time. Insurance policies must insure both Franchisee and Franchisor, its officers and directors, as an additional named insured against any liability which may accrue against them by reason of the ownership, maintenance or operation by Franchisee of the Business. The policies must also stipulate that Franchisor shall receive a thirty (30) day prior written notice of cancellation. Original or duplicate copies of all insurance policies, certificates of insurance or other proof of insurance acceptable to Franchisor shall be furnished to Franchisor together with proof of

payment within thirty (30) days of issuance thereof. In the event Franchisee fails to obtain the required insurance and keep the same in full force and effect, Franchisee shall pay Franchisor upon demand the premium cost thereof as an additional amount due under this Agreement, which Franchisor shall then forward to the insurance carrier. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement pursuant to the provisions of this Agreement. Franchisee will also procure and pay for all other insurance required by state or federal law, including, without limitation, workers' compensation and unemployment insurance.

- **Appearance and Customer Service**

Franchisee shall ensure that its personnel (i) maintain a clean and attractive appearance, (ii) give prompt, courteous and efficient service to the public, and (iii) otherwise operate the Business in strict compliance with the policies, practices and procedures contained in the Manual so as to preserve, maintain and enhance the reputation and goodwill of the System. Franchisee may not alter, change, or modify the System, including the Business or products, in any way without the prior written consent and approval of Franchisor.

- **Signs**

All signs to be used on or in connection with the Business must be approved in writing by Franchisor prior to their use by Franchisee.

- **Training**

Franchisee or its designated Manager must complete Franchisor's initial training program described in Section 8.04 above. Franchisee shall train its employees according to standards and procedures established by Franchisor.

- **Correction of Defects**

Should Franchisor notify Franchisee at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of the Business, Franchisee shall correct immediately any such items. Franchisee shall establish and maintain an image and reputation for the Business consistent with the standards set forth in this Agreement, the Manual, or as otherwise specified by Franchisor. Franchisee shall keep its Business clean and in good order and repair at all times.

- **Indemnification**

Franchisee agrees to indemnify, defend and hold harmless Franchisor, its parent corporation, its subsidiaries and affiliates, and their respective shareholders, directors, officers, employees, agents, successors and assignees (each an "Indemnified Party" and collectively the "Indemnified Parties") against all Claims and liabilities directly or indirectly arising out of the establishment or operation of the Business, the Approved Location, and the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's manager(s), employees, agents, or representatives in connection with the performance or breach of any obligation under this Agreement. For purposes of this indemnification, "Claims" shall mean and include all losses, claims, liabilities, obligations, damages (including but not limited to actual and consequential damages), and

costs and expenses (including but not limited to costs incurred in the defense of any Claim, including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses). This indemnity will apply to claims that one or more Indemnified Parties were negligent or failed to train, supervise or discipline you, and to claims that you, your owners, employees, brokers or your independent contractors are our (or any other Indemnified Party's) employees, agents or part of a common enterprise with us (or any other Indemnified Party), including claims regarding violations of labor or employment laws or regulations.

You will defend the Indemnified Parties at your own expense in any legal or administrative proceeding subject to this indemnification provision. The defense will be conducted by attorneys we approve (our approval will not be unreasonably withheld). You will immediately pay and discharge any liability rendered any Indemnified Party in any proceeding, including any settlement that we approve in writing. You will not settle any claim against any Indemnified Party without our prior written approval. At our sole discretion and upon prior written notice to you, we may settle or defend any claims against any Indemnified Party at your expense, including attorneys' fees that we pay or incur in settling or defending. Promptly upon demand, you will reimburse us for any and all legal and other expenses we reasonably incur in investigating, preparing, defending, settling, compromising or paying any settlement or claim, including monies that we pay or incur in settling or defending such proceeding.

This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

- **Computer Systems**

Franchisee must acquire, maintain, and upgrade computer, information processing and communication systems, including all applicable hardware, software, and Internet and other network access providers, and Web site vendors, as prescribed in the Manual. Franchisee must comply with any separate software or other license agreement that Franchisor or its designee uses in connection with providing these services.

- **Computer Problems, Viruses, and Attacks**

Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisor has taken reasonable steps so that these problems will not materially affect the System. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking

reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

- **Hazardous Materials**

Franchisee must not cause or permit any toxic or hazardous waste, substances, or materials, as defined under applicable government laws and regulations to be used, generated, stored or disposed of near, on, under, about or transported to or from the Approved Location or any of Franchisee's vehicles except as necessary for Franchisee's operation of the franchised Business and in accordance with the Manual and applicable Federal, State and local laws. Franchisee shall conduct such permissible hazardous materials activities in strict compliance, and at Franchisee's expense, with all applicable federal, state, and local laws, rules and regulations now or hereafter in effect and using all necessary and appropriate precautions. Franchisor will not be liable for any of these activities. Franchisee must provide Franchisor with a copy of all hazardous materials inventory statements and updates filed by any governmental agency or regulation and must immediately notify Franchisor both by telephone and in writing of any spill or unauthorized discharge of hazardous materials or of any conditions constituting an imminent hazard.

13. DEFAULT AND TERMINATION

- **Termination by Franchisee**

Franchisee may terminate this Agreement if Franchisor violates a material provision of this Agreement as set forth hereafter, and Franchisor fails to remedy or to make substantial progress toward curing the violation within ninety (90) days after receiving written notice from Franchisee detailing the alleged default. If Franchisee terminates this Agreement under this provision, Franchisee must follow the termination procedures as set forth below.

- **Termination by Franchisor**

Subject to any applicable law which may be to the contrary, Franchisor may, at its option, terminate this Agreement before its expiration as set forth below:

- **With Notice of 30 Days**

This Agreement and the relationship created hereunder will terminate thirty (30) days after Franchisor gives written notice to Franchisee and Franchisee fails to cure the defect within the 30-day period, in the event that:

Franchisee fails or refuses to maintain and operate the Business in compliance with this Agreement, the System, or the Manual;

Franchisee fails to pay suppliers in a timely manner for obligations under this Agreement;

Franchisee fails to comply with any material federal, state, or local law or regulation applicable to the operation of the Business; or

Franchisee is in breach of any other term, condition, or provision of this Agreement, with the exception of those defaults identified in section 13.02(b) below, for which breach termination shall be immediate.

- **Immediate Termination with Notice**

This Agreement and the relationship created hereunder will immediately terminate upon the giving of notice to the Franchisee by the Franchisor in the event that:

Franchisee misrepresented or omitted material facts which induced Franchisor to enter into this Agreement;

Franchisee fails to complete the required initial training or has failed to designate an acceptable site in a timely manner pursuant to Section 10;

Franchisee fails to pay Franchisor any payment due under this Agreement within five (5) days of its due date;

A permanent or temporary receiver or trustee for the Business, or all or substantially all of Franchisee's property, is appointed by any court, or any such appointment is consented to or not opposed through legal action by Franchisee, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made on the license or related to the rights granted hereunder to the Franchisee, or an attachment or lien remains on the Business for thirty (30) days unless the attachment or lien is being duly contested in good faith by Franchisee, and Franchisor is so advised in writing;

Franchisee loses possession or the right of possession of all or a

- significant part of the Business through condemnation, casualty, lease
- termination or mortgage foreclosure, and the Business is not relocated or
- reopened as provided for herein;

Franchisee contests the validity of, or Franchisor's ownership of, any of the Marks in any court or proceeding;

Franchisee attempts to make, or makes, an unauthorized Transfer;

Franchisee is a business entity, and any action is taken which purports to merge, consolidate, dissolve or liquidate the entity without Franchisor's prior written consent.

Franchisee voluntarily abandons or ceases operation of the Business for more than five (5) consecutive days; or

The Franchisee, or any owner, officer, director or key employee of the Franchisee entity or operator is charged or convicted of

- a felony,
- a crime involving moral turpitude, or
- any crime or offense that is reasonably likely, in the sole opinion of the Franchisor, to materially and unfavorably affect the continuing operation of the franchise, or the Franchisor's System, Marks, goodwill or reputation.

- **Effect of Termination**

Upon any termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-

competition, confidentiality, and indemnity, will remain in effect, and Franchisee must immediately:

promptly pay all amounts owed to Franchisor under this Agreement or otherwise based on the operation of the Business through the effective date of termination;

return to Franchisor all copies of the Manual, and deliver to the Franchisor all client lists, records, files, instructions, brochures, advertising materials, agreements. Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items;

cancel or assign within five (5) days all registrations relating to its use of any of the Marks, in Franchisor's sole and absolute discretion. Franchisee must notify the telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of the Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and must authorize their transfer to the Franchisor or any new franchisee as may be directed by the Franchisor. The Franchisee acknowledges as between the Franchisor and the Franchisee, that the Franchisor has the sole rights to, and interest in, all numbers, addresses, domain names, locators, directories and listings used by Franchisee to promote the System. The Franchisee hereby irrevocably appoints the Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. Such appointment is evidenced by Exhibit 3; cease doing business under any of the Marks, cancel any assumed name registration that includes any of the Marks, assign all domain names and Internet directory listings that contain the Marks to Franchisor, and refrain from identifying itself as related in any way to the Franchisor, its Marks or System;

allow Franchisor or its representatives full and immediate access to the Business and the computer systems to verify and secure Franchisee's compliance with the obligations under this Agreement, and to secure and implement the other rights of the Franchisor;

abide by the terms of the required non-competition covenant and take all steps reasonably necessary to ensure that all individuals who have executed agreements relating to such non- competition, and confidentiality, agreements, comply with the terms of such agreements.

- **Failure to Cease or Remove Identification**

In the event Franchisor does not elect to take possession of the Business Approved Location, if, within thirty (30) days after termination of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Business which are identified or associated with the System, Franchisor may, without liability to Franchisee or any other third party, enter the Business to effect removal; and Franchisee shall release, indemnify and hold harmless

Franchisor from any liability related thereto. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials. If, within thirty (30) days after termination Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, for the purpose of amending or terminating all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

- **Other Claims**

Termination of this Agreement will not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination.

14. TRANSFER

- **Prohibited Acts**

Any unauthorized Transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void, a breach of this Agreement, and grounds for termination of this Agreement by Franchisor.

- **Transfer by Franchisor**

Franchisor's obligations under this Agreement are not personal, and Franchisor may unconditionally assign and transfer, in its sole and absolute discretion, this Agreement to another person or business entity at any time. Franchisor does not need permission of Franchisee for the transfer and may transfer free of any responsibility or liability whatsoever to the Franchisee, provided the transferee assumes the Franchisor's material obligations. Franchisor may also:

- sell or issue its stock, other ownership interests, or assets, whether privately or publicly;
 - merge with, acquire, or be acquired by another entity, including an entity that competes directly with Franchisee; or
 - undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

- **Transfer by Franchisee**

Franchisee's obligations under this Agreement are personal, and may not be voluntarily or involuntarily sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way without the prior express written approval of Franchisor.

- **Conditions for Transfer or Assignment**

No Transfer of this Agreement will be approved by Franchisor or be effective unless and until:

- Franchisee is under no default in the performance or observance of any of its obligations under this Agreement or any other agreement with Franchisor at

the time Franchisee requests permission to assign this Agreement, or at the time of the assignment;

Franchisee has settled all outstanding accounts with Franchisor, and Franchisee, and every principal of Franchisee's entity, have executed a general release of Franchisor and all principals of Franchisor from all claims that may be brought by Franchisee or any principal;

Franchisee pays to the Franchisor a fee per business premises/store to transfer the Business (the "Transfer Fee") in the amount of \$5,000.00 if the buyer is also an existing franchisee and \$15,000 if the buyer is a new IFAR franchisee. It is understood and agreed that such fee is intended to cover the Franchisor's costs related to the proposed transfer, whether or not the transfer is approved of, completed, or the Franchisor elects to exercise its rights of first refusal provided in section 14.08 hereafter. Such fee shall be non-refundable and submitted to the Franchisor at the time the documentation required to be provided in accordance with section 14.08 of this Agreement is provided to the Franchisor by the Franchisee.

The seller and proposed transferee will execute a Request for Assignment and a separate franchise agreement with Franchisor, using the then-current form of franchise agreement;

The proposed transferee pays for, attends, and satisfactorily completes the training program for new franchisees unless:

- the transferee is a current franchisee in good standing in the System, or
- the transferee is and has been a manager for a period of one year or more of a Business in good standing;
- the individual proposed transferee, or the stockholders, partners, members, or trustees and beneficiaries of a proposed entity transferee, each execute a personal guarantee, jointly and severally guaranteeing the performance of the proposed transferee's obligations;
- the proposed transferee demonstrates to Franchisor's satisfaction that it, in all respects, meets Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote his or her full time and best efforts to the operation of the franchised Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as it may reasonably require. Because of the confidential information available to a franchisee, no assignment to a competitor of the System will be permitted;

- **Change of Ownership**

If Franchisee is a corporation the stock of which is not traded on any national securities exchange (as defined in the Securities Exchange Act of 1934, as amended), then the following shall constitute an assignment for all purposes of this Agreement: (i) the merger, consolidation or reorganization of such corporation and/or (ii) the sale, issuance, or transfer, cumulatively or in one transaction, of any voting stock/units, by Franchisee of this Agreement or the members of record as of the date of this Agreement, which results in a change in the voting control of Franchisee, except any such transfer by inheritance or testamentary disposition to

Franchisee's heirs at law. If Franchisee is a joint venture, partnership or other association, then for all purposes, the sale, issuance or transfer, cumulatively or in one transaction, of either voting control or of a twenty-five percent (25%) interest, or the termination of any joint venture, partnership or other association, shall constitute an assignment, except in the case of any such transfer by inheritance or testamentary disposition to a Franchisee's or other franchise owner's heirs at law.

- **Transfer to an Entity**

Notwithstanding anything to the contrary, Franchisee may Transfer its rights and obligations under this Agreement without Franchisor's consent, to an entity in which Franchisee owns one hundred percent (100%) of the outstanding stock, provided:

Franchisee remains on the Agreement as a party, and the entity is added as a co-party and agrees to comply with all terms and conditions of this Agreement; Franchisee, or Franchisee's operational partner or controlling shareholder, or Manager approved by Franchisor, continues to devote full time and best efforts to manage the daily operations of the Business; the entity's activities are confined exclusively to operating the franchised Business; and the entity assumes joint and several liability with Franchisee.

- **Death of Franchisee**

Upon the death of an individual Franchisee, the rights granted by this Agreement may pass (without payment of any Transfer Fee) to the next of kin or legatees, provided that:

- The Business continues to be operated in full compliance with the requirements established in this Agreement;
- Franchisee's legal representatives, within one hundred twenty (120) calendar days of Franchisee's death, apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor will not unreasonably withhold permission consenting to the transfer of the Business and franchise to such next of kin or legatee, so long as the proposed transferee(s) meet each of the then-current requirements of franchisees and/or otherwise agrees to all terms and conditions of this Agreement. The Franchisor and the representatives of the Franchisee's estate agree to work cooperatively with regard to any such transfer. During the period when such process is being implemented, the Franchisee, or the estate of the deceased franchisee, as the case may be, shall remain in full compliance with the Franchisee's obligations hereunder, and be subject to termination in accordance with the terms of this Agreement for failure to do so.

- **Right of First Refusal**

Franchisee grants Franchisor the right to purchase the Business on the same terms and conditions specified in a bona fide written agreement between Franchisee and a qualified third-party transferee. Within three (3) business days after receipt of the bona fide and

executed written agreement between the Franchisee and the prospective transferee, Franchisee must forward a full copy of the executed agreement between the Franchisee and the proposed transferee to Franchisor. Franchisor will then have access to all Franchisee's Business Records in order to evaluate the offer. Within a period of thirty (30) days after receipt of the signed copy of the fully executed agreement, the Franchisor may inform the Franchisee in writing of Franchisor's intent to exercise its right of first refusal to purchase the Business upon the same terms and conditions as have been agreed to between the Franchisee and the transferee, except that the Franchisor shall have period of thirty (30) days after the exercise of its right of first refusal to complete the closing process.

- **Election of Right / Set Offs**

If Franchisor elects to exercise its option to purchase under this Agreement, Franchisor will have the right to set off against any payment all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any.

- **Rights After Refusal**

If Franchisor does not exercise its right to purchase within the required timeframe, Franchisee may transfer the Business to the third party, but not at a lower price or on more favorable terms or different terms than disclosed to Franchisor in writing. Such transfer remains fully subject to Franchisor's prior written approval and other conditions as specified in this Agreement regarding such transfers. If Franchisor does not transfer the franchised Business to the transferee on the same terms, pursuant to the same agreement that has been provided to the Franchisor pursuant to section 14.08 of this Agreement, and under the same time period offered to Franchisor, then Franchisee must again extend the right of first refusal to Franchisor in the manner described above, before another desired transfer.

15. GENERAL PROVISIONS

- **Covenants Not to Compete**

During the term of this Agreement and for a period of two (2) years after termination, transfer, or expiration of this Agreement for any reason, neither Franchisee, nor any persons associated with the Franchisee, including shareholders, members, owners, managers, employees (to the extent permitted by applicable law), agents, or as otherwise identified herein, or persons who may have entered into agreements of confidentiality or noncompetition with the Franchisor, may participate directly or indirectly (such as by or through another individual or entity), or serve in any capacity, in any business engaged in the sale of services or products the same as, similar to, or competitive with, the System. It shall be the obligation of the Franchisee identified herein to obtain separate agreements from each of Franchisee's shareholders, owners, directors, members, managers, employees (to the extent permitted by applicable law), or agents prior to the commencement of the franchise, or prior to the retention or employment of any manager, employee or agent of the Franchisee, further confirming such person's knowledge of and agreement to comply with the provisions of this covenant not to compete. This covenant not to compete applies to each such person or entity:

during the term of this Agreement;

for a period of two (2) years after termination of this franchise relationship within a twenty (20) mile radius from the boundary of Franchisee's Protected Territory, and within twenty (20) miles of the boundaries of any territory either now or hereafter granted to any franchised store of the Franchisor, and any Franchisor-owned or affiliated company-owned premises:

on the Internet; and

on any other Multi-Area Marketing channels used by Franchisor.

The Franchisee understands and expressly agrees that this covenant not to compete is given in part in consideration for training and access to Franchisor's Trade Secrets, and which, if used in a competitive business without paying royalties and other payments, would give Franchisee an unfair advantage over Franchisor and Franchisor's franchisees and affiliates. The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement. To the extent any portion of this Covenant not to Compete is deemed overbroad or in any way unlawful or unenforceable, it shall be deemed amended and interpreted to the maximum extent permitted under the law, and/or shall be so amended so to be in compliance with and enforceable pursuant to applicable law pursuant to the dispute resolution provisions of this Agreement.

In the event any person or party contests the enforceability of this covenant not to compete: (i) the covenant shall be fully enforced and complied with during the pendency of any such dispute; (ii) the term of the covenant not to compete shall thereafter commence upon the final determination of the enforceability of such covenant not to compete if it is found to be enforceable.

- **Stock Ownership**

Nothing in this Section will prevent Franchisee or any persons associated with the Franchisee, either individually or collectively, from owning not more than a total of five percent (5%) of the stock of any company, which is subject to the reporting requirements of Sections 11 or Subsection 14(d) of the Securities Exchange Act of 1934.

16. DISPUTE RESOLUTION

The Parties agree to the following dispute resolution provisions:

- **Mediation**

Except as otherwise provided herein, before initiating any litigation or arbitration with respect to any dispute arising out of or under this Agreement, the Parties agree to first participate in non-binding mediation in Fort Lauderdale, Florida, provided, however, that nothing in this Section shall prohibit a Party from seeking a preliminary injunction, temporary restraining order, or other extraordinary relief as otherwise provided, or from commencing arbitration proceedings for the purpose of tolling any statute of limitations, or otherwise reserving any of its legal or equitable rights. Except as set forth herein, the mediation shall be in accordance with the International Institute for Conflict Prevention & Resolution (CPR) mediation procedures. Mediation shall be initiated by one (1) Party by the submission to CPR of a written request for mediation, which shall contain the mediation requirements provided for in

this Agreement and shall satisfy the requirements of the applicable CPR Rules, a copy of which request shall be delivered to each of the other Party. Unless otherwise mutually agreed, mediation shall commence within two (2) weeks after the selection of the mediator. Mediation shall continue until the Parties agree to terminate the process, the mediator determines that the process is not working (i.e., has reached an impasse), or ten (10) business days have elapsed since the commencement of mediation and the Parties do not by mutual agreement extend the process. Under no circumstances may the mediation process last for a period of longer than forty-five (45) days after commencement of the process, unless agreed otherwise in writing by the Parties. Any recommendation or decision by the mediator shall be non-binding. The fees and expenses of the mediator shall be shared equally by the Parties, and each Party shall bear its own costs otherwise. In the event the dispute is not resolved through mediation under this Section, either Party may proceed immediately to litigation and/or arbitration concerning the dispute. Each Party hereby agrees that all statements made in the course of mediation shall be strictly confidential and shall not be disclosed to or shared with any third parties, other than the mediator. Each Party also agrees that any documents or data specifically prepared for use in good faith negotiations and/or mediation shall not be disclosed to or shared with any third party except those parties whose presence is necessary to facilitate the mediation process. All such documents shall be un-copied and shall be returned to the other Party upon the conclusion of the mediation. Each Party agrees and acknowledges that no statements made in, or evidence specifically prepared for mediation shall be admissible for any purpose in any subsequent proceedings.

- **Arbitration**

Any and all disputes or controversies between or among the Parties to this Agreement which have not been resolved pursuant to the provisions of 16.01 above, including, without limitation, any disputes or controversies based on, arising out of, or in any way related to this Agreement, or any agreements ancillary to this Agreement, will be resolved in accordance with the rules for Non-Administered Arbitration of the International Institute for Conflict Prevention & Resolution (“CPR”). A single arbitrator shall be appointed pursuant to those Rules, and the decision of the arbitrator shall be final and binding upon the Parties, and either Party shall have the right to seek to enforce judicially any order or award which may be issued by the arbitrator in a court of competent jurisdiction. The arbitrator shall have the power to order discovery on the basis of what is likely to produce material and relevant information in the proceeding. The prevailing Party in any such arbitration proceeding shall be entitled to receive full reimbursement for all attorneys’ fees and costs reasonably incurred by the prevailing Party with regard to the arbitration proceedings, not to include reimbursement for any fees or costs attributable to mediation proceedings. Each Party must submit or file any claim that would constitute a compulsory counterclaim (under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not so submitted will be forever barred.

- **Interim Relief**

Except as expressly provided herein, the claims of any Party seeking temporary, preliminary, permanent or any other form of mandatory or prohibitory injunctive relief, or any other extraordinary remedy, shall be submitted in the arbitration proceedings to be conducted

pursuant to this Section, it being acknowledged that such relief is available in such proceedings when appropriate. The Parties agree to each use their best efforts to expedite consideration of any form of preliminary injunctive requests which may be made in such proceedings.

- **Venue**

Any proceeding sought to be brought by either Party, including judicial proceedings, mediation and arbitration proceedings provided for herein, shall be brought in Fort Lauderdale, Florida. The Parties hereby waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. The exclusive choice of jurisdiction and venue does not preclude or restrict the ability of the Parties to confirm or enforce arbitration awards in any appropriate jurisdiction.

- **No Punitive or Exemplary Damages**

The Parties each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it, including reasonable legal fees and costs as may be otherwise provided for in this Agreement.

- **Applicability**

This dispute resolution section applies to claims by and against all parties and their affiliates, successors, owners, managers, officers, directors, employees, agents, and representatives, as to claims arising out of or relating to this Agreement, except as stated above. This dispute resolution clause shall survive the termination or expiration of this Agreement.

- **Governing Arbitration Law**

Notwithstanding any choice of law provision of this Agreement, all issues relating to arbitration or the enforcement of the agreement to arbitrate contained in this Agreement are governed by the U.S. Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the U.S. federal common law of arbitration. This federal act preempts any state rules on arbitration, including those relating to the site of arbitration. Judgment on an arbitration award, or on any award for interim relief, may be entered in any court having jurisdiction, and will be binding.

- **Governing Law/Consent to Venue and Jurisdiction**

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement shall be interpreted under the laws of the state of Florida, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the state of Florida, which laws shall prevail in the event of any conflict of law. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers, directors, managers or partners (collectively, “Franchisee Affiliates”) and Franchisor, its parent, subsidiaries or affiliates and their respective officers, directors and sales employees (collectively, “Franchisor Affiliates”) the parties agree that the exclusive venue for disputes between them shall be in the state and

county in which Franchisor has its headquarters (currently Broward County, Florida) and the regional office of the American Arbitration Association (AAA) having jurisdiction or supervisory responsibility for such county (or the closest county thereto), and each party waives any objection they may have to the personal jurisdiction of or venue in such locale. Franchisor, Franchisor Affiliates, Franchisee and Franchisee Affiliates each waive their rights to a trial by jury.

- **Limitations on Actions**

Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or arbitration proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of two (2) years from the date of discovery of the conduct or event that forms the basis of the legal action or proceeding.

17. RELATIONSHIP OF THE PARTIES

- **Independent Contractor**

Franchisee is an independent contractor and is not an agent, partner, joint venturer, or beneficiary of Franchisor, nor is Franchisor a fiduciary of Franchisee. Neither party will be bound or obligated by the other, except as set forth in this Agreement. Franchisee may not act as an agent in the Franchisor's name or on behalf of the Franchisor for any purpose whatsoever.

- **Operations and Identification**

Franchisee must conspicuously identify itself in all dealings with the public as "independently owned and operated" separate from Franchisor. Franchisee's employees are employees of the Franchisee alone and are not, for any purpose, considered employees under the control of Franchisor. Notwithstanding any contrary provision in this Agreement, Franchisor will not directly control (hire, fire, direct, schedule, supervise, or discipline) Franchisee's employees. Franchisor and Franchisee must file separate tax, regulatory, and payroll reports for each party's own operations, and must indemnify the other for any liability arising from the other's reports.

18. MISCELLANEOUS

- **Entire Agreement**

This Agreement, together with all written related agreements, exhibits and attachments, constitutes the entire understanding of the parties and supersedes all prior negotiations, commitments, and representations. All exhibits and attachments to this Agreement are hereby incorporated herein by this reference. Notwithstanding the foregoing, nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

- **Modification**

No modifications of the terms of this Agreement shall be valid unless made in writing and executed by both Franchisor and Franchisee. However, the Manual may be periodically modified by Franchisor and shall be fully enforceable against Franchisee.

- **Waiver**

Franchisor's waiver of any particular right by Franchisee will not affect or impair Franchisor's rights as to any subsequent exercise of that right of the same or a different kind; nor will any delay, forbearance or omission by Franchisor to execute any rights affect or impair Franchisor's rights as to any future exercise of those rights.

- **Severability**

If any part of this Agreement, for any reason, is declared invalid by an arbitrator or court, the declaration will not affect the validity of any remaining portion. The remaining portion will remain in force and effect to the fullest extent as if this Agreement were executed with the invalid portion eliminated or curtailed. All partially valid and enforceable provisions shall be enforced to the fullest extent that they are valid and enforceable.

- **Conflict with Local Law**

If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required such that the provision can be enforced to its fullest extent. The parties may execute an Addendum setting forth certain of these amendments applicable in certain jurisdictions, which will apply only so long as and to the extent that then applicable laws referred to in the addendum remain validly in effect.

- **Section Headings**

Titles of articles and sections are used for convenience of reference only and are not part of the text, nor are they to be construed as limiting or affecting the construction of the provisions.

- **Legal Costs**

If either party institutes a legal proceeding, including court proceedings or arbitration, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses in connection with such action. Such reimbursement obligation shall not include costs related to mediation proceedings.

- **Obligations**

Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

- **Continuation of Agreement**

The provisions of this Agreement, which by their terms or by reasonable implication require performance by Franchisee after assignment, expiration or termination, remain enforceable notwithstanding the assignment, expiration or termination of this Agreement, including those pertaining to non-competition, intellectual property protection, confidentiality and indemnity.

This Agreement inures to the benefit of and is binding on the respective heirs, legal representatives, successors, and permitted assigns of the parties.

- **Delivery**

All notices and other communications required by this Agreement must be in writing and must be delivered in person, sent by Federal Express or U.S. Mail overnight delivery, or by registered or certified mail, return receipt requested, or in any other manner Franchisor may designate. Communications sent to Franchisor must be sent to the attention of Chief Executive Officer, at 429 Seabreeze Blvd., Fort Lauderdale, FL 33316 or at any other address we designate in writing. Communications to Franchisee will be sent to Franchisee at Franchisee's last known business address, or at any other address Franchisee designates in writing. Any notice is considered given and received, when delivered in person, or on the third business day following the mailing, if mailed.

- **Joint and Several Liability**

If two or more persons or entities or any combination sign this Agreement, each will have joint and several liability. All owners and controllers of an entity or association which comprise the Franchisee are jointly and severally liable for the obligations of the Franchisee under this Agreement.

- **Cumulative Remedies**

Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

- **Set Off**

Franchisee may not set off any amounts owed to Franchisor under this Agreement nor may Franchisee withhold any amounts owed to Franchisor due to any alleged non-performance by Franchisor under this Agreement. Franchisee waives any right to set off.

- **Completion of Agreement**

The parties agree to acknowledge, execute and deliver all further documents, instruments or assurances and to perform all further acts or deeds as may be reasonably required to carry out this Agreement.

19. ACKNOWLEDGEMENT

(Please initial) _____

By signing this Agreement, Franchisee acknowledges that:

FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE IFAR / IFIXANDREPAIR FRANCHISE LLC SYSTEM, AND RECOGNIZES THAT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISK, AND WILL LARGELY DEPEND UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON; AND

(Please initial) _____

FRANCHISOR HAS NOT GIVEN, AND FRANCHISEE HAS NOT RECEIVED ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTY REGARDING POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT; AND

(Please initial) _____

FRANCHISEE IS NOT A PARTY TO OR SUBJECT TO AGREEMENTS THAT MIGHT CONFLICT WITH THE TERMS OF THIS AGREEMENT AND AGREES NOT TO ENTER INTO ANY CONFLICTING AGREEMENTS DURING THE TERM OR ANY RENEWAL TERMS; AND

(Please initial) _____

FRANCHISEE HAS RECEIVED THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION WITH APPLICABLE EXHIBITS AT LEAST FOURTEEN (14) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED. AND, FRANCHISEE HAS RECEIVED A COPY OF THE COMPLETE IFIXANDREPAIR FRANCHISE LLC FRANCHISE AGREEMENT AT LEAST SEVEN (7) CALENDAR DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED (IF REQUIRED UNDER APPLICABLE LAW AS A RESULT OF FRANCHISOR MAKING UNILATERAL CHANGES TO THE AGREEMENT).

20. ACKNOWLEDGEMENT – SIGNATURE PAGE

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

FRANCHISOR: IFIXANDREPAIR FRANCHISE LLC

Signed By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

IF INDIVIDUAL(S):

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

IF ENTITY:

Name of Entity: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

NOTE: THIS AGREEMENT MUST BE SIGNED INDIVIDUALLY BY THE PRIMARY REPRESENTATIVE OF FRANCHISEE AND ALL OWNERS, OR ALL OWNERS OF ANY ENTITY FRANCHISEE SHALL SIGN EXHIBIT 5, THE INDIVIDUAL GUARANTY.

**EXHIBIT 1:
FRANCHISE AGREEMENT ADDENDUM**

THIS ADDENDUM to the iFixandRepair Franchise LLC, Franchise Agreement (“Agreement”) between iFixandRepair Franchise LLC, (“Franchisor”) and _____ (“Franchisee”), is made effective as of the date of the Franchise Agreement.

a. Franchisee’s Principal Personal or Personal Business address:

_____.

NOTE: This is not necessarily the address of the franchised business/store, but the address of the home or business address of the Franchisee.

b. **Approved Location:**

_____.

c. If an Approved Location has not yet been determined, you are responsible for selecting the site within the following **search area**:

_____.

Upon your selection and our approval of the Approved Location, Franchisor will complete and provide to Franchisee the Franchisor’s Approval of Site Location form (“Site Approval Addendum”) (See FDD Exhibit B-2).

The Approved Location described in this Exhibit 1 shall constitute the Approved Location referred to in the Franchise Agreement. Site selection approval by iFixandRepair Franchise LLC shall in no way be deemed a representation, warranty or guaranty of the success of the Store at the Approved Location.

d. **Protected Territory:**

If your Approved Location is at a standard retail location, the Protected Territory is defined as [0.25-mile radius from the center of the Approved Location.]

If your Approved Location is a store or kiosk located in a mall, the Protected Territory is defined as the enclosed mall area only.

The Protected Territory and your franchise site must be in the United States of America, legally available pursuant to state and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other

franchisees) and in compliance with our franchise placement, market development and demographic criteria.

Except as specifically outlined or forbidden in the relevant Franchise Agreement, there are no understandings oral or written concerning the future placement of outlets by any party and concerning any territory protections granted to you.

FRANCHISOR: IFIXANDREPAIR FRANCHISE LLC

Signed By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

IF INDIVIDUAL(S):

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

IF ENTITY:

Name of Entity: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 2:

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT SERVICE

I (or We if there are joint owners of the account referenced later in this agreement) will authorize and request iFixandRepair Franchise LLC (the “Company”) to obtain payment for all royalty amounts I (we) owe to the Company pursuant to the Franchise Agreement between the Company and me (us), as these amounts become due by initiating a payment entry to my (our) account. The account number, name of financial institution, and date on or immediately after which payment should be deducted from the account will be identified as described below and submitted in a format specified by the Company. In addition, I (we) will authorize and request the financial institution, now referred to as the Bank, to accept the payment entries presented to the Bank and to deduct them from my (our) account without responsibility for the correctness of these payments as required in a format specified by the Company.

Sample Form for Reference:

PRE-AUTHORIZED DEBIT FORM

IFIXANDREPAIRLLC

iFixandRepair Franchise LLC

We warrant and represent that the following information is accurate:

Franchisee Name and Address

Company Name

Franchisee Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Fax Number

Name of Franchisee’s Financial Institution (the “Processing Institution”)

Bank Name

Street Address

City

State

Zip Code

Telephone Number

Fax Number

Franchisee's Bank Account Information

Account Name

Transit Routing Number

Checking Account Number

We undertake to inform the Payee, in writing, of any change in the account information provided in this authorization prior to the next due date of the Pre-Authorized Debit (PAD).

Payee Names and Addresses:

IFIXANDREPAIR LLC
11701 Lake Victoria Gardens Ave,
Suite 3106 Palm Beach Gardens, FL 33410

iFixandRepair Franchise LLC
429 Seabreeze Blvd.,
Fort Lauderdale, FL, 33316

We acknowledge that the Authorization is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against our account, as listed above, (the "Account") in accordance with the applicable Federal and State Statutes and Regulations.

We warrant and guarantee that all persons whose signatures are required to authorize withdrawals from the Account have signed the Authorization and that all persons signing this Authorization are our authorized signing officers and are empowered to enter this agreement.

We hereby authorize the Payee to issue Pre-Authorized Debits (the "PAD") drawn on the Account, for the following purpose:

- Payment of lease fees per terms of sublease agreement
- Payment of royalties per terms of the franchise agreement
- Payment of fees for software licensing/support costs
- Payment of fees for prepaid phone cards or other prepaid products (e products)
- Payment of any other fees per the terms of the franchise agreement

We may cancel the Authorization at any time by providing written notice to the Payee.

We acknowledge that provision and delivery of the Authorization to the Payee constitutes delivery by us to the Processing Institution. Any delivery of the Authorization to the Payee, regardless of the method of delivery, constitutes delivery by us.

Unless otherwise agreed to in writing, the Payee will provide to us, at the address provided in Section 1:

- with respect to fixed amount PADs, written notice of the amount to be debited (the “Payment Amount”) and the date(s) on which the Payment Amount debited will be posted to our Account (the “Payment Date”), within 10 calendar days before the Payment Date of the first PAD, and such notice shall be provided every time there is a change in the Payment Amount or the Payment Date(s);
- with respect to variable amount PADs, written notice of the Payment Date(s), within 10 calendar days before the Payment Date of every PAD; and
- with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of ours (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of a billing received by us, no notice is required.
- The Payee may issue PADs monthly in a dollar amount maximum not to exceed the total of the amounts invoiced in accordance with the provisions of Section 8 above.
- We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Authorization including, but not limited to, the amount, or that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honoring a PAD issued or caused to be issued by the Payee on the account.
- Revocation of the Authorization does not terminate any contract for goods or services that exists between us and the Payee. The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- We may dispute a PAD only under the following conditions:
 - The PAD was not drawn in accordance with the Authorization
 - The Authorization was revoked; or
 - Pre-notification, as required under Section 8 was not received.

We acknowledge that in order to be reimbursed a declaration to the effect that either a, b, or c took place, must be completed and presented to the branch of the Processing Institution holding the Account up to and including 10 calendar days after the date on which the PAD in dispute was posted to the Account.

We acknowledge that when disputing any PAD beyond the time allowed in this section it is a matter to be resolved solely between us and the Payee, outside the payments system.

We agree that the information contained in the Authorization may be disclosed to Payee’s financial institution as required to complete any PAD transaction.

We understand and accept the terms of participating in this PAD plan.

PLEASE NOTE, IFIXANDREPAIR MAY REQUEST A VOIDED CHECK

Date

Authorized Signature

NOTE:

This sample form is presented for reference purposes. The Pre- Authorized Debit authorization form will be provided separately for franchisee to complete and sign.

EXHIBIT 3:

COLLATERAL ASSIGNMENT

THIS ASSIGNMENT is made effective as of the date of the Franchise Agreement., in accordance with the terms of that certain iFixandRepair Franchise LLC Franchise Agreement (the “Franchise Agreement”) between

_____, (“Franchisee”) and iFixandRepair Franchise LLC, a Florida limited liability company (“Franchisor”), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate an iFixandRepair Franchise LLC Franchise located at _____ (the “Franchise Business”)

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor those certain telephone numbers, addresses, websites, domain names, email addresses and accounts, social media accounts, locators, directories and listings (collectively, the “Numbers, Addresses, and Listings”) associated with Franchisor’s trade and service marks and used from time to time in connection with the operation of the Franchise Business at the address provided above. This Assignment does not give you the right to use the Franchisor’s marks in any manner not authorized by the Franchise Agreement. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone, Internet, email, electronic network, directory, and listing entities with which Franchisee has dealt (all such entities are collectively referred to herein as “Provider Companies”) to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without renewal or extension), Franchisor shall have the right and is hereby empowered to effectuate the Assignment of the Numbers, Addresses, and Listings and, in such event, Franchisee shall have no further right, title or interest in the Numbers, Addresses, and Listings, and shall remain liable to the Provider Companies for all past due fees owing to the Provider Companies on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Numbers, Addresses, and Listings, and Franchisee appoints Franchisor as Franchisee’s true and lawful attorney-in-fact to direct the Provider Companies to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Provider Companies to assign the Numbers, Addresses, and Listings to Franchisor. If Franchisee fails to promptly direct the Provider Companies to assign the Numbers, Addresses and Listings to Franchisor, Franchisor shall direct the Provider Companies to effectuate the assignment contemplated hereunder to Franchisor.

The parties agree that the Provider Companies may accept Franchisor’s written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor’s exclusive rights in and to the Numbers, Addresses, and Listings upon such termination or expiration and that such

assignment shall be made automatically and effective immediately upon Provider Companies' receipt of such notice from Franchisor or Franchisee.

The parties further agree that if the Provider Companies require that the parties execute the Provider Companies' assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment.

The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

FRANCHISOR: IFIXANDREPAIR FRANCHISE LLC

Signed By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

IF INDIVIDUAL(S):

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

IF ENTITY:

Name of Entity: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 4: STATEMENT OF OWNERSHIP

Franchisee: _____
(name of individual, partnership, corporation, Limited Liability Company/ LLC)

Trade Name:
(if different from above)

Form of Ownership (Check One):

___ **Limited Liability Company**

___ **Corporation**

___ **Individual**

___ **Partnership**

The following information and documents must also be provided to the Franchisor if the Franchisee is other than an individual:

If a **Partnership**, provide the name and address of each partner showing the percentage owned, whether active in management, and indicate the state in which the partnership was formed. Provide a copy of the Partnership Agreement certified by the Secretary of State for the State in which the Partnership was formed.

If a **Limited Liability Company**, provide name and address of each member, and each manager, showing percentage of the LLC owned by each member. Also indicate the state in which the Limited Liability Company was formed. Provide a copy of the LLC Operating Agreement executed by all members of the LLC.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each shareholder. Provide a copy of the Articles of Incorporation certified by the Secretary of State for the State in which the corporation was formed, and a copy of the shareholders' agreement signed by each of the shareholders.

Franchisee acknowledges that this Statement of Ownership applies to the Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported within a period of not more than five (5) business days to the Franchisor in writing and must comply with the Franchise Agreement.

FRANCHISEE:

IF INDIVIDUAL(S):

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

IF ENTITY:

Name of Entity: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 5:

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATION (this “Guaranty”) is made effective as of the date of the Franchise Agreement by the undersigned individual(s).

1. General. In consideration of, and as inducement to, the execution of that certain Franchise Agreement of even date herewith (the “Agreement”) by iFixandRepair Franchise LLC (the “Franchisor”), each of the undersigned (“Guarantor(s)”) hereby personally and unconditionally: (i) guarantees to Franchisor, and to its successors and assigns, that “Franchisee” (fill in the name of the partnership, LLC, or corporation) shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (ii) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, as may be amended from time to time by Franchisor and Franchisee (without the consent of or notice to any guarantor) both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including but not limited to those regarding confidentiality and non-competition and use of trademarks and other intellectual property. In this Guaranty, “Agreement” includes the Franchise Agreement and its exhibits and attachments as presently constituted and as they may be renewed, extended or modified.

2. Certain Waivers. Each of the undersigned waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (iii) protest and non-performance of any obligations hereby guaranteed; (iv) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; (v) the defense of the statute of limitations in any action under this Guaranty or for the collection of any indebtedness or the performance of any obligation guaranteed by this Guaranty; and (vi) any and all other notices and legal or equitable defenses to which it may be entitled.

3. Certain Consents and Agreements. Each of the undersigned consents and agrees that: (i) each Guarantor’s liability under this undertaking is direct, immediate, and independent of the liability of, and is joint and several with, the Franchisee and the other guarantors; (ii) the undersigned shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) the liability of each of the undersigned shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person (including other guarantors); (iv) the Franchisor may proceed against one or more Guarantors without having commenced any action, or having obtained any judgment, against the Franchisee (v) the liability of each of the undersigned shall not be diminished, relieved or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time-to-time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, the compromise or release of any claims, or any amendment to the Agreement, none of which shall in any way modify or amend this guaranty, which shall be continuing; (vi) neither the Guarantor’s obligations to make payment or render

performance in accordance with the terms of this Guaranty nor any remedy for the enforcement of this Guaranty will be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of the Franchisee or its estate in bankruptcy or of any remedy for the enforcement of this Guaranty, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute, or from the decision of any court or agency; (vii) any obligations or debt owing from Franchisee to the undersigned shall be subordinate to Franchisee's obligations under the Agreement and this Guaranty.

4. Miscellaneous.

4.1 Guarantor further agrees to reimburse the Franchisor for all costs and expenses which the Franchisor may incur in the enforcement of any of its rights under this Guaranty, including reasonable attorneys' fees.

4.2 Nothing in this Guaranty shall be deemed or taken to be a condition or limitation of any of the rights of the Franchisor against the Franchisee.

4.3 This Guaranty shall continue in full force and effect until all of the obligations of the Franchisee have been satisfied.

4.4 The terms and provision of this Guaranty shall be binding upon and inure to the benefit of the successors and assigns of the Guarantor and Franchisor.

4.5 No provision of this Guaranty or right of Franchisor hereunder can be waived or modified, nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by Franchisor.

4.6 This Guaranty may be assigned by Franchisor concurrently with the transfer or assignment of the Agreement, and, when so assigned, Guarantor shall be liable to the assignees without in any manner affecting the liability of Guarantor hereunder.

4.7 Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

4.8 This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida. In any action brought under or arising out of this Guaranty, Guarantor hereby consents to the jurisdiction of any competent court within Broward County, Florida and hereby consents to service of process by any means authorized by Florida law.

4.9 This Guaranty shall constitute the entire agreement of Guarantor with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Franchisor unless expressed herein.

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

GUARANTOR(S):	PERCENTAGE OWNERSHIP IN FRANCHISEE:
Signed: _____ Print Name: _____	_____%

GUARANTOR(S):	PERCENTAGE OWNERSHIP IN FRANCHISEE:
Signed: _____ Print Name: _____	_____ %
Signed: _____ Print Name: _____	_____ %

EXHIBIT 6:

MULTIPLE FRANCHISE PURCHASE ADDENDUM

This Multiple Franchise Purchase Addendum (“*Addendum*”) is entered into as of _____, 20____, between IFIXANDREPAIR FRANCHISE, LLC, an Oregon limited liability company (“*we/us*”), and _____ and _____ (“*you*”).

1. **Simultaneous Multiple Franchise Purchase.** The parties have contemporaneously executed /#/ Franchise Agreements, including this Agreement, as part of a multiple franchise purchase.

2. **Development Area.** If the Approved Location has not been determined when this Agreement is executed, you are responsible for selecting the site for your Approved Location within the following “**Development Area**”:

Subject to our reservations of rights in the Franchise Agreement, we will not establish or allow others to establish an iFixandRepair store located within your Development Area using our Marks and System so long as the Franchise Agreements and corresponding Multiple Franchise Purchase Addenda are in force and you are not in default in any material provision of any such agreement. Upon termination or expiration of this Addendum (under Section 9 below), your rights with respect to the Development Area will automatically terminate.

3. **Approved Location and Franchise Territory.** The Franchise Territory for each franchise will be designated by us before you open each relevant Approved Location. The Franchise Territory and your Approved Location must be in the United States of America, legally available pursuant to state and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other franchisees) and in compliance with our franchise placement, market development and demographic criteria.

4. **No Other Understandings.** Except as specifically outlined or forbidden in the relevant Franchise Agreement, there are no understandings oral or written concerning the future placement of outlets by any party and concerning any territory protections granted to you.

5. **Franchise Opening Schedule.** You will commence in good faith to perform your obligations under the relevant franchise agreements and commence full and continuous operation of the relevant Franchise within the following time periods after execution of this Agreement (the “*Development Schedule*”):

END OF DEVELOPMENT PERIOD	NEW FRANCHISES TO BE OPENED DURING DEVELOPMENT PERIOD	CUMULATIVE NUMBER OF FRANCHISES TO BE OPENED AND CONTINUOUSLY OPERATED
First Franchise: Within 6 Months of Franchise Agreement Effective Date	1	1
Second Franchise: Earlier of 9 Months After Opening First Franchise or 9 Months After Deadline for Opening First Franchise	1	2
Third Franchise: Earlier of 9 Months After Opening Second Franchise or 9 Months After Deadline for Opening Second Franchise	1	3

Time is of the essence of this Development Schedule.

6. **Payment of Initial Franchise Fees.** You shall pay **[100%]** of the Initial Franchise Fee for the first Franchise and **[50%]** of the Initial Franchise Fees for each additional Franchise at the time you contemporaneously sign the multiple Franchise Agreements. You will pay the **[50%]** unpaid balance of the initial franchise fees under the relevant franchise agreements before the opening of each relevant Franchise. The Initial Franchise Fees we collect are not refundable under any circumstances.

7. **Payment of Initial Training Fee.** The Initial Training Fee for your first franchise is payable upon signing the Franchise Agreements. We will have no obligation to provide franchise training to you at our expense except for the first Franchise you open. You will not be required to pay the Initial Training Fee for your additional franchises to be developed pursuant to the Development Schedule.

8. **Defined Terms.** All capitalized terms contained in this Addendum that are not defined in this Addendum will have the meaning ascribed to them in the Franchise Agreement.

9. **Termination and Expiration.** This Addendum will expire at the earlier of the following: (1) the opening of your last Franchise under your Development Schedule; or (2) the termination of this Addendum under to the terms and conditions of this Addendum or the Franchise Agreement. If you do not comply with the Development Schedule, we will have the right to reduce the size of (or change) your Development Area or terminate this Addendum and any of your

Franchise Agreements representing Franchises that have not yet opened for business. Such termination will be effective upon written notice to you. Thereafter, we and our affiliates will have the right to operate or grant to others the right to operate outlets within the Development Area. However, your Franchise Agreement(s) and Territory(ies) for each of your operating Franchises will remain in force. Any failure to meet the Development Schedule caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control (not including financial circumstances) will be excused for a period of time that we deem reasonable under the circumstances.

FRANCHISOR: IFIXANDREPAIR FRANCHISE LLC

Signed By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

IF INDIVIDUAL(S):

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

IF ENTITY:

Name of Entity: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 7:

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement (this “**Agreement**”) has been entered effective on the following date: _____. It is by and between IFIXANDREPAIR FRANCHISE LLC, a Florida limited liability company (“**Franchisor**” and “**we/us**”) and _____ (“**you**”).

RECITALS

A. We own valuable goodwill and have valuable Confidential Information (defined below), and distinctive business format and color scheme and utilize distinctive, uniform business formats, signs, equipment, layouts, systems, methods, procedures, trademarks and service marks, copyright, designs and marketing and advertising standards and formats (the “**System**”). The Confidential Information and System are connected with the development and operation of iFixandRepair businesses.

B. Franchisor and _____ (“**Franchisee**”) signed that certain franchise agreement (“**Franchise Agreement**”) on or about _____ [DATE]. The Franchise Agreement requires the Franchisee’s owners, officers, directors, and persons occupying similar positions (who may obtain or who are likely to obtain knowledge concerning our Confidential Information) to execute a confidentiality and non-competition agreement.

AGREEMENT

Therefore, in consideration of the mutual promises and covenants contained in the Franchise Agreement and herein, the parties agree as follows:

1 PROTECTION OF CONFIDENTIALITY

1.1 **Confidential Information Defined.** In this Agreement, “Confidential Information” shall mean:

- a) Any information that relates to our proprietary ideas, trade secrets, business, products, technology, customers, finances, plans, proposals, or practices of us, including, but not limited to, plans and specifications for new products, discoveries, ideas, know-how, research and development, inventions, techniques, marketing strategies, customer lists, financing sources and suppliers, non-public financial information, budgets, data, and projections;
- b) Our proprietary information and information we mark or designate as confidential;
- c) Information, whether or not in written form and whether or not designated as confidential, which is known to you as being treated by us as confidential;
- d) Information provided to us by third parties, which we are obligated to keep confidential.

The Confidential Information shall include information in any form in which such information exists, whether oral, written, video, digital, electronic, or other format or medium.

Confidential Information loses that status if: (1) The information becomes publicly available (unless because you breached this Agreement); (2) You get it without restriction from a third party who had the right to disclose it without restriction; or (3) You develop it independently, or already knew it when we gave it to you.

1.2 **Our Exclusive Property.** You acknowledge and agree that our System and all Confidential Information is and shall continue to be our sole and exclusive property, whether or not disclosed or entrusted to you in connection with your relationship with us. Nothing in this Agreement will give you or others any right, title, or interest whatsoever in or to them. The Confidential Information shall be considered our trade secrets and shall be entitled to all protections provided by applicable law to trade secrets.

1.3 **Safeguard of Confidential Information.** You agree to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure. You agree to accord to the Confidential Information the same degree of care and use the same confidentiality protection practices as you exercise or employ with respect to your confidential or proprietary information (but no less than a reasonable degree of care). This includes obligating employees and consultants who receive Confidential Information to covenants of confidentiality and non-use.

1.4 **Notice.** You agree that if you or your employees and agents are served with any subpoena or other compulsory judicial or administrative process calling for production of Confidential Information, you will immediately notify us in order that we may take such action as we deem necessary to protect our interests. You agree to execute any and all documents and to do all acts and things in the opinion of our counsel are necessary or advisable to protect our interests.

2. **COVENANT OF NON-DISCLOSURE.** You specifically acknowledge that you will receive valuable specialized and Confidential Information, including information regarding our operational, sales, promotional and marketing methods and techniques and the System. You agree not to disclose Confidential Information to any third party and to limit disclosure within your association to designated employees approved by us. Disclosures to designated employees will be done on a “need to know” basis to the extent necessary for them to perform the duties of their employment with you. Unless required by court order or applicable law, you agree not to copy, download, send, or divulge any Confidential Information directly or indirectly to any other person or enterprise outside of our franchise system. You will never communicate, divulge, or use in any manner, either for your benefit or the benefit of any other person, persons, partnerships, associations, companies or corporations any Confidential Information or proprietary information, knowledge or know-how concerning the System or any information we have communicated to you in written, verbal or electronic form, including intranet passwords, for the operation of your business.

3 **COVENANT OF NON-USE.** You agree not to use Confidential Information or the System, except as authorized by us. You will obligate your owners, board of directors, your employees, and your agents to the same non-use covenant. We must approve in writing any use of Confidential Information or System by you or your owners or your directors or employees.

4 **RETURN OF CONFIDENTIAL INFORMATION.** You agree that all originals and copies of records, data, reports, documents, lists, plans, drawings, correspondence, memoranda, notes, and other materials related to or containing any Confidential Information, in whatever form they exist, whether written, visual, audio, video, or other form of media, shall be our sole and exclusive property. Upon cessation of your association with Franchisee, or upon our earlier request, you will promptly return to us (or irretrievably delete or destroy) all documents or other tangible property that contains Confidential Information.

5 **NON-COMPETITION COVENANT.**

5.1 **Covenant.** During the term of your association with Franchisee and for two years thereafter, you will not directly or indirectly (including by or through any other person or entity) participate as an owner, director, officer, employee, consultant, licensor, licensee, distributor, or agent, or serve in any other

capacity in any business engaged in the sale of services or products the same as, similar to, or competitive with, the System.

5.2 Geographic Scope. During the term of your association with Franchisee, the covenants described in Section 5.1 above shall apply worldwide. During the two-year period after your association with Franchisee, such covenants will apply within the Territory (as defined in Franchisee's Franchise Agreement), within a 20-mile radius of the Territory, and within a 20-mile radius of any location or designated territory where we operate or have granted the franchise to operate an iFixandRepair business. This covenant not to compete shall also apply on the Internet and on any other multi-area marketing channels used by Franchisor.

6 NON-DIVERSION OF BUSINESS. During the term of your association with Franchisee and for two years thereafter, you will not:

A. divert or attempt to divert any of our business or any of our customers to any competing establishment; or

B. do anything harmful to our goodwill associated with the Marks and System.

7 REMEDIES: INJUNCTION AND DAMAGES. You acknowledge that any disclosure of Confidential Information will cause irreparable harm to us. You agree that it may be difficult to measure damage to us from any breach by you or your employees and agents of this Agreement. You agree that monetary damages may be an inadequate remedy for any such breach. Accordingly, you agree that if you breach or take steps preliminary to breaching this Agreement, we shall be entitled, in addition to all other remedies we may have at law or in equity, to a restraining order, temporary and permanent injunctive relief, specific performance, or other appropriate equitable relief, without showing or proving that we actual sustained any damage.

8 MISCELLANEOUS

8.1 Duration. The obligations set forth in this Agreement related to non-disclosure and non-use of Confidential Information will continue during and beyond the term of your relationship with the Franchisee and for as long as you possess any Confidential Information in any manner.

8.2 Waiver. A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition. Any waiver to this Agreement's provisions must be made in signed writing by the granting party.

8.3 Governing Law. This Agreement will be governed by the substantive laws of Florida without regard to Florida choice of law provisions. Florida laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.). This choice of laws will not include and does not extend the scope of application of any Florida franchise or business opportunity laws except as they may otherwise apply pursuant to their terms and definitions. Any portion of this Agreement that requires enforcement in any other jurisdiction, and is enforceable under the laws of that jurisdiction but not of Florida, will be construed and enforced according to the laws of that jurisdiction.

8.4 Venue. The venue for any action or legal proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be in the county in which our headquarters are then located (currently Broward County, Florida). Each of the parties waives any objection to this venue provision.

8.5 Injunctive Relief and Specific Performance. Either party may obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any term or covenant of this Agreement.

8.6 Remedies Not Exclusive. No right or remedy conferred upon either party is exclusive of any other right or remedy in this Agreement or provided by law or equity. Each will be cumulative of every other right or remedy.

8.7 Attorneys' Fees. The prevailing party in any arbitration, insolvency proceeding, bankruptcy proceeding, suit, or action to enforce this Agreement will recover its arbitration, proceeding, and court costs and reasonable attorneys' fees. These will be set by the arbitration, proceeding or court, including costs and attorneys' fees on appeal or review from the arbitration, proceeding, suit, or action. "Prevailing party" means the party who recovers the greater relief in the proceeding.

8.8 Lawful Scope. If, for any reason, any provision set forth in this Agreement exceeds any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law.

8.9 Counterparts and Electronic Signatures. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument. Execution of this Agreement via DocuSign or another reputable e-signature service shall constitute legally binding execution and effective delivery.

IN WITNESS, the parties have executed this Agreement on the date written above.

Franchisor: IFIXANDREPAIR FRANCHISE LLC

By: _____

Name: _____

Title: _____

Date: _____

You: _____

Signed: _____

Name: _____

Title/Position with Franchisee:

Date: _____

Acknowledged by Franchisee:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B-2: Site Approval Addendum

THIS ADDENDUM to the iFixandRepair Franchise LLC, Franchise Agreement (“Agreement”) is dated _____, 20__ between iFixandRepair Franchise LLC, (“Franchisor”) and (“Franchisee”).

iFixandRepair Franchise LLC and Franchisee, are parties to an iFixandRepair Franchise LLC Franchise Agreement entered into on _____, 20__, (“Franchise Agreement”) by the terms of which iFixandRepair Franchise LLC has granted to Franchisee the right and license to operate an iFixandRepair or IFAR franchise pursuant to iFixandRepair Franchise LLC system and proprietary marks;

Franchisee has selected and presented a site to iFixandRepair Franchise LLC which has been approved by iFixandRepair Franchise LLC. The parties, agree as follows:

1) Approved Location:

2) Protected Territory:

During the term of this Agreement, and any renewals hereof, and so long as Franchisee is in compliance with its obligations, Franchisor will not own, operate, or franchise a fixed location for the operation of another Business within the Protected Territory per these guidelines or other, as described below:

_____ Standard retail location, Protected Territory designated as follows:

_____ For a store/kiosk located in a mall, the Protected Territory consists of the enclosed mall area only.

_____ Other

3) Franchisee’s Representations and Warranties for Leased Site:

- a. That the lessor consents to Franchisee's use of such Proprietary Marks and initial signage as IFAR/iFixandRepair Franchise LLC may prescribe for the Store;
- b. That the use of the Approved Location be restricted solely to the operation of the Store;
- c. That the Franchisee be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without iFixandRepair Franchise LLC's prior written consent;
- d. That the lessor shall provide to iFixandRepair Franchise LLC any and all notices of default under the lease;
- e. That iFixandRepair Franchise LLC has the right to enter the premises to cure any default under the Franchise Agreement;
- f. That Franchisee shall not be deemed in default under the lease so long as iFixandRepair Franchise LLC commenced efforts to cure a default thereunder by Franchisee within the cure period specified in the Lease and is continuing diligent efforts to cure such default; and
- g. That iFixandRepair Franchise LLC's designee have the option, but not the obligation, upon default, expiration, or termination of the Franchise Agreement, and upon notice to the lessor, to assume all of the Franchisee's rights under the lease terms or bank terms, including the right to assign or sublease.

4) Franchisee's Representations and Warranties for Owned Site:

If the Approved Location is owned by Franchisee, Franchisee represents and warrants that it has purchased the real estate upon which the Store is located and has provided iFixandRepair Franchise LLC with a copy of the deed for the real estate.

5) Approved Location:

The Approved Location described above shall constitute the Approved Location referred to in the Franchise Agreement. Site selection approval by iFixandRepair Franchise LLC shall in no way be deemed a representation, warranty or guaranty of the success of the Store at the Approved Location.

6) Franchise Agreement:

This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

Fully executed this _____ day of _____, 20____.

FRANCHISOR

IFIXANDREPAIR FRANCHISE LLC

BY:

PRINTED NAME:

TITLE:

FRANCHISEE

IF ENTITY,

ENTITY NAME:

B Y:

PRINTED NAME:

TITLE:

IF INDIVIDUALLY,

SIGNATURE:

PRINTED NAME:

SIGNATURE:

PRINTED NAME:

SIGNATURE:

PRINTED NAME:

Exhibit C: State Administrators and Agents for Service of Process

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. The following pages contain the state agencies which serve as agents for service of process under the franchise disclosure/registration laws. We may not be registered to offer and sell franchises in all of these states.

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	California Commissioner of Financial Protection and Innovation: Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 Sacramento: 2101 Arena Boulevard Sacramento, California 95834-2036 San Diego: 1455 Frazee Road, Suite 315 San Diego, CA 92108 San Francisco: One Sansome Street, Suite 600 San Francisco, CA 94105-2980 <u>Toll-Free Number: 1-866-275-2677</u>	California Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 <u>Toll-Free Number: 1-866-275-2677</u>
CONNECTICUT	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232
FLORIDA	[Not Applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770
HAWAII	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Chief, Franchise Bureau Illinois Attorney General 100 W. Randolph Street Chicago, IL 60601 (312) 814-3892

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottawa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328	Deputy Commissioner Minnesota Department of Commerce 85 7 th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
NEW YORK	Secretary of State of the State of New York 99 Washington Avenue Albany, NY 12231	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 212-416-8222
NORTH DAKOTA	North Dakota Securities Commissioner Fifth Floor 500 East Boulevard Bismarck, ND 58505	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Franchise Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Franchise Regulation Division of Securities Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	Director of South Dakota Division of Securities 445 E. Capitol Ave. Pierre, SD 57501 (605) 773-4823	Franchise Administrator Division of Securities 445 East Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	Ryan C. Combe Registered Agent 2181 Combe Road Ogden, Utah 84403	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director of Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760	Administrator Dept. of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4 th Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4 th Floor Madison, WI 53703 (608) 261-9555

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
FEDERAL TRADE COMMISSION		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street, NW Washington, D.C. 20580 (202) 326-3128

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Exhibit E-1:**Franchisee Outlets as of June 30, 2022:**

Name	Street Address	City	State	Telephone	Number Count
Roy Guignet	2976 Pelham Pkwy	Pelham	AL	205-988-9555	1
Tim Collins	3700 US HWY 431 N	Phenix City	AL	334-230-5333	2
Gulahmad Gulahmadzade	732 Center Dr	San Marcos	CA	603-952-8919	3
Gulahmad Gulahmadzade	3412 College Ave	San Diego	CA	619-251-4787	4
Sam Siniko	14200 E Alameda Ave	Aurora	CO	720-215-2144	5
Aziz Suleiman	8000 W Broward Blvd STE 1417	Plantation	FL	954-676-1855	6
Alex Cohen	9469 W Atlantic Blvd	Coral Springs	FL	754-300-5198	7
Teddy Diaz	3800 US Highway 98 N	Lakeland	FL	863-226-0222	8
MD Monwas Hossen	11401 NW 12th St	Miami	FL	305-240-2665	9
MD Golam Kibra	1910 Wells Road	Orange Park	FL	904-637-4164	10
MD Golam Kibra	3100 SW College Rd KI23	Ocala	FL	352-254-5809	11
MD Golam Kibra	4125 S Cleveland Ave	Fort Myers	FL	239-301-3502	12
MD Golam Kibra	217 Towne Center Circle	Sanford	FL	407-536-7349	13
MD Golam Kibra	1700 West New Haven Ave	Melbourne	FL	321-821-9097	14
Gulahmad Gulahmadzade	1040 Malabar Rd	Palm Bay	FL	321-926-4866	15
MD Golam Kibra	140 University Town Center D	Sarasota	FL	941-548-4583	16
Rosario Baio	33501 S Dixie Highway	Florida City	FL	786-504-0905	17
Rosario Baio	36205 US Highway 27	Haines City	FL	863-614-1494	18
Rosario Baio	8101 John Young Pkwy	Orlando	FL	407-214-6265	19
Gulahmad Gulahmadzade	9990 Belvedere Rd	West Palm Beach	FL	561-320-4493	20
Hassan Mahmud	1471 E Osceola Pkwy	Kissimmee	FL	689-200-6982	21
MD Golam Kibra	4770 Colonial Blvd	Fort Myers	FL	239-301-3502	22
MD Golam Kibra	8701 US-19	Port Richey	FL	727-370-3291	23
MD Golam Kibra	1700 W International Speedway Blvd	Daytona Beach	FL	386-256-7076	24
Gulahmad Gulahmadzade	2414 E Sunrise Blvd	Fort Lauderdale	FL	954-734-6202	25
Gulahmad Gulahmadzade	2223 N. Westshore Blvd	Tampa	FL	813-444-2349	26
Gulahmad Gulahmadzade	3001 N State Rd 7	Lauderdale Lakes	FL	954-999-0450	27
Gulahmad Gulahmadzade	6001 Coral Ridge Dr	Coral Springs	FL	954-688-6499	28
Gulahmad Gulahmadzade	19501 NW 27th Ave	Miami Gardens	FL	305-974-2994	29

Name	Street Address	City	State	Telephone	Number Count
Nur uddin Chowdburry	19910 Bruce B Downs Blvd	Tampa	FL	347-589-1958	30
Gulahmad Gulahmadzade	1425 NE 163rd St	North Miami Beach	FL	786-675-6446	31
Gulahmad Gulahmadzade	151 SW 184th Ave	Pembroke Pines	FL	954-505-7460	32
Gulahmad Gulahmadzade	11401 NW 12th St	Miami	FL	774-417-2955	33
Gulahmad Gulahmadzade	2223 N. Westshore Blvd	Tampa	FL	813-444-2349	34
Gulahmad Gulahmadzade	2528 PGA Blvd	Palm Beach Gardens	FL	561-705-0470	35
Gulahmad Gulahmadzade	459 Brandon Town Center	Brandon	FL	813-421-1349	36
Gulahmad Gulahmadzade	2270 Town Center Ave	Viera	FL	321-348-4797	37
MD Monwas Hossen	562 E Eau Gallie Blvd	Indian Harbour Beach	FL	321-325-6111	38
MD Golam Kibra	7804 Abercorn Extenstion	Savannah	GA	912-228-4998	39
Gulahmad Gulahmadzade	15555 N Rand Rd	Palatine	IL	224-578-8673	40
Gulahmad Gulahmadzade	3900 Fountain Square Pl	Waukegan	IL	773-510-9477	41
Gulahmad Gulahmadzade	2936 E 79th Ave	Merrillville	IN	872-227-9515	42
Gulahmad Gulahmadzade	2002 Annapolis Mall	Annapolis	MD	410-575-1386	43
Gulahmad Gulahmadzade	2002 Annapolis Mall	Annapolis	MD	410-561-6083	44
Gulahmad Gulahmadzade	250 Hartford Ave	Bellingham	MA	508-440-7790	45
Gulahmad Gulahmadzade	700 Oak St	Brockton	MA	781-888-4746	46
Gulahmad Gulahmadzade	301 Massachusetts Ave	Lunenburg	MA	774-232-7406	47
Gulahmad Gulahmadzade	20 Soojian Dr	Leicester	MA	508-918-0349	48
Gulahmad Gulahmadzade	137 Teatickets Hwy	Teaticket	MA	978-798-0689	49
Gulahmad Gulahmadzade	75 Middlesex Turnpike	Burlington	MA	781-816-9349	50
Gulahmad Gulahmadzade	75 Middlesex Turnpike	Burlington	MA	781-328-1700	51
Gulahmad Gulahmadzade	300 Colony Pl Rd	Plymouth	MA	508-202-1881	52
Gulahmad Gulahmadzade	25 Tobias Boland Way	Worcester	MA	508-635-9484	53
Gulahmad Gulahmadzade	100 Valley Pkwy	Whitinsville	MA	508-342-9341	54
Gulahmad Gulahmadzade	55 Brooksby Village Way	Danvers	MA	978-716-2221	55
Gulahmad Gulahmadzade	141 Springfield Rd	Westfield	MA	413-642-2485	56
Gulahmad Gulahmadzade	506 State Rd	North Dartmouth	MA	508-999-5900	57
Gulahmad Gulahmadzade	742 Main St	North Oxford	MA	508-493-6308	58
Thomas Robinson	560 Weatherby Rd	Hattiesburg	MS	601-500-5505	59
Thomas Robinson	5520 Highway 80 E	Pearl	MS	601-658-9595	60
Thomas Robinson	3911 Bienville Blvd	Ocean Springs	MS	228-285-7623	61
Thomas Robinson	3615 Sangani Blvd	D'Iberville	MS	228-207-1280	62
Gulahmad Gulahmadzade	116 Farmington Road	Rochester	NH	603-664-4279	63
Gulahmad Gulahmadzade	85 State Road 101A	Amherst	NH	603-249-5333	64

Name	Street Address	City	State	Telephone	Number Count
Yazici Coskun	755 State Route 18	East Brunswick	NJ	732-719-2900	65
Yazici Coskun	100 Menlo Park	Edison	NJ	732-722-5349	66
Ali Fuat Yildiz	360 US Highway 9 Route N	Woodbridge Township	NJ	845-281-9502	67
Gulahmad Gulahmadzade	3575 NJ-66	Neptune Township	NJ	848-469-9777	68
Lance Lewis	1926 Skibo Road	Fayetteville	NC	910-275-4334	69
Lance Lewis	3030 N Main Street	Hope Mills	NC	910-446-2511	70
Lance Lewis	7701 S Raeford Rd	Fayetteville	NC	910-518-5610	71
Faruk Yazici	4325 Glennwood Ave	Raleigh	NC	919-436-3349	72
Lance Lewis	1029 E Broad St	Fuquay Varina	NC	919-586-8046	73
Lance Lewis	North Post Exchange Bldg 8-5050	Fort Bragg	NC	910-672-6546	74
Ali Gogebakan	601 Frank Stottile Blvd	Kingston	NY	845-868-5559	75
Azar Nasibov	3900 Morse Road	Columbus	OH	614-470-5242	76
Huseyin Elci	3465 York Commons Blvd	Dayton	OH	937-697-0626	77
Nabeel Akhter	6674 Winchester Blvd	Canal Winchester	OH	614-382-6788	78
Yakup Palta	6244 Wilmington Pike	Centerville	OH	937-684-9242	79
Nabeel Akhter	2793 Taylor Road Ext	Reynoldsburg	OH	937-637-7252	80
Zahid Chowdhury	2101 Blair Mill Rd	Willow Grove	PA	267-462-1896	81
Gulahmad Gulahmadzade	9745 Roosevelt Blvd	Philadelphia	PA	267-774-0407	82
Gulahmad Gulahmadzade	650 Bald Hill Rd	Warwick	RI	401-287-8884	83
Barbara Cavallo	115 Rolling Hills Cir	Easley	SC	864-991-2875	84
Ali Tekke	3600 Mallory Ln	Franklin	TN	615-970-6349	85
Yazici Coskun	5135 W Alamaba St STE 6005	Houston	TX	864-991-2875	86
Amin Lakhani	5200 Fairmont Pkwy	Pasadena	TX	281-885-8298	87
Phone Fixer	355 Stonebrook Pkwy	Frisco	TX	469-200-4633	88
Amin Lakhani	9460 W Sam Houston Pkwy	Houston	TX	281-616-3765	89
Gulahmad Gulahmadzade	1101 Melbourne St	Hurst	TX	817-381-5349	90
Abdul Hannan	3060 Justin Rd	Highland Village	TX	469-630-8080	91
Abdul Hannan	4800 US 287 Highway	Arlington	TX	817-369-3321	92
Gulahmad Gulahmadzade	7401 Samuell Blvd	Dallas	TX	972-863-9214	93

Note: We do not have any area developers who have signed our multiple franchise purchase addendum as of June 30, 2022.

Franchisees Who Had Signed Franchise Agreements but Not Yet Opened as of June 30, 2022:

Store Name	Name	Street Address	Telephone
Bradenton WM	Gulahmad Gulahmadzade	2911 53rd Ave Bradenton River, FL 34203	281-512-6617
Brooklyn	Gulahmad Gulahmadzade	450 Providence Road Brooklyn, CT 06234	860-315-3408
Carpentersville WM	Gulahmad Gulahmadzade	365 Lake Marian Road Carpentersville, IL 60110	224-388-1070
Chula Vista	Gulahmad Gulahmadzade	1360 Eastlake Pkwy Chula Vista, CA 91915	619-974-6229
Gibsonston WM	Gulahmad Gulahmadzade	9205 Gibsonton Dr Gibsonston, FL 33534	
Hamden WM	Gulahmad Gulahmadzade	2300 Dixwell Ave Hamden, CT 06514	
Hemet WM	Gulahmad Gulahmadzade	1231 S Sanderson Ave Hemet, CA 92545	951-294-1087
Lancaster WM	Gulahmad Gulahmadzade	44665 Valley Central Way Lancaster, CA 93536	559-614-5459
Monroe WM	Gulahmad Gulahmadzade	2406 W Roosevelt Blvd Monroe, NC 28110	919-710-9308
Mount Prospect WM	Gulahmad Gulahmadzade	930 Mount Prospect Plz Mount Prospect, IL 60056	224-388-1070
New Berlin WM	Gulahmad Gulahmadzade	15205 W Greenfield Ave New Berlin, WI 53151	872-227-9514
New Lenox WM	Gulahmad Gulahmadzade	501 E Lincoln Hwy New Lenox, IL 60451	779-703-4141
Palmdale WM	Gulahmad Gulahmadzade	40130 10th St W Palmdale, CA 93551	661-459-8375
Penfield WM	Gulahmad Gulahmadzade	1990 Brandt Point Dr Webster, NY 14580	585-236-5189
Pico Rivera WM	Gulahmad Gulahmadzade	8500 Washington Blvd Pico Rivera, CA 90660	
Sanford WM	Gulahmad Gulahmadzade	1601 Rinehart Rd Sanford, FL 32771	
Sealy WM	Gulahmad Gulahmadzade	310 Overcreek Way Sealy, TX 77474	979-231-6805
Spring WM	Gulahmad Gulahmadzade	2901 Riley Fuzzel Rd Spring, TX 77386	281-512-6617
Sturtevant WM	Gulahmad Gulahmadzade	3049 Oakes Rd Sturtevant, WI 53177	262-583-7261
Temecula WM	Gulahmad Gulahmadzade	32225 Temecula Pkwy Temecula, CA 92592	951-401-7589
Waterbury WM	Gulahmad Gulahmadzade	910 Wolcott St Waterbury, CT 06705	
Whitehall WM	Gulahmad Gulahmadzade	2601 Macarthur Rd Whitehall, PA 18052	

Company-Owned Operations as of June 30, 2022*:

Street Address	City	State	Telephone	Number count
1627 Opelika Rd STE 55	Auburn	AL	334-758-9891	1
900 Commons Dr	Dothan	AL	334-357-6349	2
3174 NW Federal Hwy STE 3310	Jensen Beach	FL	561-529-4505	3
1850 SW Gatlin Blvd	Port St Lucie	FL	772-919-7117	4
8111 Citrus Park Town Center STE 8029	Tampa	FL	813-359-0050	5
6200 20th St	Vero Beach	FL	772-202-0349	6
10300 W Forest Hill Blvd STE 132A	Wellington	FL	561-907-8349	7
1751 Palm Beach Lakes Blvd	West Palm Beach	FL	561-316-3250	8
3131 Manchester Expy STE 29A	Columbus	GA	706-413-8991	9
5448 Whittlesey Blvd	Columbus	GA	706-343-2500	10
6700 Douglas Blvd STE 1410	Douglasville	GA	678-688-9900	11
2000 Route 38 STE 1603	Cherry Hill	NJ	856-558-9300	12
100 Main St	White Plains	NY	914-301-4060	13
321 Exton Square Pkwy	Exton	PA	484-857-9349	14
7600 Kingston Pike STE 1444	Knoxville	TN	865-264-3494	15

* These outlets are partially or fully owned by us or an affiliate. The outlets in Illinois and New York (and many others) are fully owned by our affiliate.

Exhibit E-2: Former Franchisees

Following are the names, city/state, and current business phone number or last known home phone number for each Franchisee who left the system between July 1, 2021 and June 30, 2022 (terminated, cancelled, not renewed, voluntarily or involuntarily ceased to do business):

Name*	City	State	Telephone
Tyler Jordan	Dothan	AL	334-521-1112
Sam Siniko	Lakewood	CO	303-351-5755
Gulahmad Gulahmadzade	Boca	FL	561-303-2773
MD Golam Kibra	Boynton Beach	FL	561-223-9349
Ali Tekke	Kissimmee	FL	615-853-7552
Javid Rasullu	Gulf Breeze	FL	850-696-0404
Gulahmad Gulahmadzade	Concord	NH	603-664-4356
Murat Turner	Columbus	OH	614-470-5242
Mohammed Abedin	Dublin	OH	614-389-5139
Yazici Coskun	King of Prussia	PA	484-650-3349
Ali Tekke	Easley	SC	615-970-6349

* Some of the listed individuals own(ed) multiple franchise locations, closed one location, and still operate one or more locations.

Exhibit F: Request for Assignment of Franchise Agreement and Release

REQUEST FOR ASSIGNMENT OF FRANCHISE AGREEMENT AND RELEASE

This Request for Approval, Transfer and Assignment of IFAR / iFixandRepair Franchise LLC Franchise Agreement and Release (this "Transfer") is made as of this ____ day of _____, 20__, (the "Effective Date"), by and between _____, individually, and _____, (individually and collectively, "Seller") and _____ individually, and _____ (individually and collectively, "Buyer") who request approval by IFAR / iFixandRepair Franchise LLC ("IFAR / iFixandRepair Franchise LLC"), of a proposed transfer of Seller's IFAR / iFixandRepair Franchise LLC franchise to Buyer, such consent to be granted on the terms and conditions set forth herein.

RECITALS

1.1 Seller is the owner of an IFAR / iFixandRepair Franchise LLC -franchise for the operation of a single IFAR / iFixandRepair Franchise LLC Store (the "Franchise") at _____ ("IFAR / iFixandRepair Franchise LLC Store).

A copy of Seller's IFAR / iFixandRepair Franchise LLC - Franchise Agreement dated _____, 20__ ("Franchise Agreement") has been provided to Buyer by Seller.

1.2 Seller has independently reached the conclusion that involvement in such business is no longer appropriate for him, her or it for personal reasons and that he, she or it wishes to sell his, her or its entire interest in the Franchise, having no dissatisfaction or complaint with IFAR / iFixandRepair Franchise LLC or the IFAR / iFixandRepair Franchise LLC system, and has agreed to sell his, her or its interest in the Franchise and certain assets of the related business [and/or other assets] to Buyer on terms separately negotiated between them, as of the date hereof.

1.3 Buyer wishes to purchase such Franchise and certain assets of the related business covering the operation of the IFAR / iFixandRepair Franchise LLC Store.

1.4 Seller and Buyer each confirm and warrant that neither IFAR / iFixandRepair Franchise LLC, nor any individual or entity associated in any way with it has played any role in the negotiation or otherwise of the sale of the Franchise, has not acted as a broker, representative, agent or otherwise of or for Seller or Buyer and has had no involvement in this transaction other than implementation of the rights of IFAR / iFixandRepair Franchise LLC regarding the proposed assignment of the Franchise Agreement as already existing under the Franchise Agreement. Seller and Buyer each particularly confirming and warranting that neither IFAR / iFixandRepair Franchise LLC nor any individual or entity associated in any way with either has made any representations, warranties or promises to Seller nor Buyer, except as contained herein.

1.5 IFAR / iFixandRepair Franchise LLC has recommended to Seller and Buyer that each retain independent counsel to advise each regarding their compliance with local laws [including, but not limited to, Bulk Sales Laws] and to protect their individual interests and Seller

and Buyer represent and warrant that the transfer of the Franchise and the related business has been and will be in accordance and compliance with all applicable laws, rules and regulations.

1.6 Seller has agreed to give the release contained herein.

1.7 Buyer agrees to attend new franchisee training at IFAR / iFixandRepair Franchise LLC's designated office.

1.8 Buyer agrees to make those changes, modifications, etc. to the IFAR / iFixandRepair Franchise LLC Store as required by IFAR / iFixandRepair Franchise LLC following an inspection of same.

In consideration of the foregoing recitals and of the mutual covenants herein, the parties hereto agree as follows:

ASSIGNMENT OF FRANCHISE

2.1 Assignment and Assumption. In consideration of good and valuable consideration from the Buyer to Seller, receipt of which is hereby acknowledged by Seller, Seller has assigned and transferred to Buyer and Buyer has assumed Seller's entire interest in the Franchise and the related business, liabilities, obligations and undertakings (whether accrued and outstanding as of the Effective Date or arising thereafter), including the license and franchise for the operation of the IFAR / iFixandRepair Franchise LLC Store, to use the name IFAR / iFixandRepair Franchise LLC and to follow the practices developed by IFAR / iFixandRepair Franchise LLC, all as set forth in the Franchise Agreement.

Buyer agrees to be solely responsible for, assume and honor: (i) all warranties issued by Seller on services performed and products installed or sold at the IFAR / iFixandRepair Franchise LLC Store before the Effective Date or which are redeemable at the IFAR / iFixandRepair Franchise LLC Store; (ii) all pre-paid service agreements, plans and programs (maintenance services, etc., lifetime or otherwise) which were sold, or are redeemable or presented for redemption, at the IFAR / iFixandRepair Franchise LLC Store; and (iii) all coupons, certificates and similar offers which are redeemable, or presented for redemption, at the IFAR / iFixandRepair Franchise LLC Store (all the foregoing, collectively, "Store Obligations"). IFAR / iFixandRepair Franchise LLC shall have no liability, responsibility or obligations whatsoever (monetary or otherwise) with respect to Store Obligations. Buyer agrees to indemnify and hold IFAR / iFixandRepair Franchise LLC harmless from any responsibility or liability as well as all costs, damages, claims and awards in relation to Store Obligations.

Furthermore, Buyer acknowledges that, as a material condition to IFAR / iFixandRepair Franchise LLC's consent to this Transfer, IFAR / iFixandRepair Franchise LLC is requiring Buyer to assume all of Seller's obligations and to agree to each provision of this Transfer. Buyer agrees that this Transfer shall be binding upon Buyer's successors and assigns and shall be for the benefit of and enforceable by IFAR / iFixandRepair Franchise LLC and any of its affiliates.

2.2 Transfer Fee. Buyer, as a condition precedent to IFAR / iFixandRepair Franchise LLC's approval and consent to the proposed transfer and assignment of rights herein, shall pay to IFAR / iFixandRepair Franchise LLC, a non-refundable transfer fee of Five Thousand and No/100 Dollars (\$5,000.00) for a transfer to an existing IFAR / iFixandRepair Franchise LLC franchisee or Fifteen Thousand and No/100 Dollars (\$15,000.00) for a transfer to a new IFAR / iFixandRepair Franchise LLC franchisee, as required under the Franchise Agreement, Section 14.04. In connection with the assignment of the Franchise from Seller to Buyer, such transfer fee is to be paid to IFAR / iFixandRepair Franchise LLC concurrently with the execution of this Transfer by Buyer and Seller. In the event that the proposed transfer should not be completed or is cancelled for any reason, such sum shall be retained by IFAR / iFixandRepair Franchise LLC.

2.3 Continued Obligations. Notwithstanding the assigning of the Franchise Agreement, Seller and its personnel shall continue to be bound by the provisions of Sections 6 [Marks], 7 [Confidential Information], 13 [Obligations Upon Termination], 17 [Independent Contractors and Indemnification], 14.04 [Release of Prior Claims] and 16 [Dispute Resolution] thereof, as well as any other provision which by its nature needs to survive in order to be given its full force and effect. Seller shall remain liable, as a primary obligor, for all direct and indirect obligations of the Buyer, expressly and unequivocally guaranteeing the Buyer's monetary and non-monetary obligations arising under or in connection with (i) the Franchise Agreement, including any extensions or renewals thereof; (ii) any new IFAR / iFixandRepair Franchise LLC Franchise Agreement for the IFAR / iFixandRepair Franchise LLC Store executed by Buyer, including any extensions or renewals thereof ("New Franchise Agreement"); (iii) any lease or sublease executed by Buyer, including any extensions or renewals thereof; and (iv) otherwise arising under or in connection with Buyer's operation of the Franchise.

2.4 No Representations or Promises - Disclosure. Seller and Buyer represent, warrant, acknowledge and agree that they have dealt solely with each other in the negotiation and consummation of the sale of the Franchise, have each been or had the opportunity to be represented by independent counsel of their own choosing, that neither IFAR / iFixandRepair Franchise LLC nor any individual or entity associated in any way with either has made any representations, warranties, assurances or promises to either of them, that Buyer has had a full opportunity to independently examine the business and Franchise, that neither IFAR / iFixandRepair Franchise LLC nor any individual or entity associated in any way with either has made any recommendation or suggestion regarding such purchase [Buyer making such decision based entirely on his, her or its own independent investigation and decision] and Seller and Buyer each hereby agree to indemnify and hold harmless IFAR / iFixandRepair Franchise LLC from any claim by Seller and/or Buyer respectively contrary to or inconsistent with the representations and/or agreements of either of them as contained in this Transfer.

In particular, Buyer and Seller jointly and severally each represent, warrant, acknowledge and agree that neither IFAR / iFixandRepair Franchise LLC nor any individual or entity associated in any way with either has made or entered into any representations, warranties, claims, understandings or agreements regarding condition of business or facility, tax matters [payroll, sales, income, or otherwise], actual or potential sales, income, gross or net profits, earnings, costs, break-even points, fiscal or financial ratios, unit, dollar or other volume, taxes or tax effect, cash flow or any other matter not expressly set forth in this Transfer or the Franchise Agreement.

Seller and Buyer each further acknowledge and represent that the proposed transaction is solely and in essence a sale of a Franchise directly from Seller to Buyer, that the total sums to be received by IFAR / iFixandRepair Franchise LLC in connection with the proposed sale of the Franchise from Seller to Buyer are limited to a Five Thousand and No/100 Dollars (\$5,000.00) transfer fee or a fifteen Thousand and No/100 Dollars (\$15,000.00) transfer fee and that said transfer fee is in consideration of IFAR / iFixandRepair Franchise LLC's waiver of its right-of-first refusal, IFAR / iFixandRepair Franchise LLC's willingness to accept the Buyer as a Franchisee, providing of training and other consideration from IFAR / iFixandRepair Franchise LLC to the Seller and Buyer, receipt of which is hereby acknowledged. IFAR / iFixandRepair Franchise LLC's liability to Buyer and/or Seller in connection with this transaction or any matters related thereto [including but not limited to disclosure or non-disclosure and/or failure to comply with any laws regarding such and similar or related matters] shall be limited to the amount of the applicable transfer fee in total.

2.5 Limited Assignment. Notwithstanding any contrary provisions in the purchase agreement or any other document or agreement between Seller and Buyer, any assignment of any interest in or to the Franchise Agreement and/or Franchisee's rights thereunder may only be accomplished in compliance with the provisions on assignment as contained in the Franchise Agreement and with this Transfer.

2.6 New Franchise Agreement and Real Estate Document. Buyer acknowledges, understands and agrees that it will execute a New Franchise Agreement, and any other related documents at IFAR / iFixandRepair Franchise LLC's request. In such event, upon the commencement of the New Franchise Agreement, the Franchise Agreement will expire.

2.7 Other Documents. Notwithstanding any purchase agreement or other documents executed between Seller and Buyer, IFAR / iFixandRepair Franchise LLC shall be governed in its relationship with Seller and Buyer only by the terms of this Transfer, the Franchise Agreement and the New Franchise Agreement (as applicable). Buyer and Seller agree that notwithstanding any other documents executed between them, in the event of any inconsistency between the terms of such documents and the terms of this Transfer and the Franchise Agreement, this Transfer and the Franchise Agreement shall govern. Seller and Buyer further agree to fully and timely comply with the provisions of this Transfer and the provisions on assignment as contained in the Franchise Agreement and acknowledge and understand that no consent of IFAR / iFixandRepair Franchise LLC to the proposed assignment shall be effective until such compliance has been accomplished in full and in a timely manner.

2.8 Reversion of New Franchise Agreement. Seller acknowledges that in the event the Franchise is terminated for any reason, including without limitations, in the event Buyer shall fail to cure a written default notice then, ipso facto, Buyer's rights and obligations under the Franchise Agreement or New Franchise Agreement, as applicable, shall immediately revert to Seller who shall be responsible to perform all of the obligations of the Franchisee as defined therein.

2.9 Methods of Future Payments by Buyer. Buyer agrees that all future payments of royalty fees and/or marketing fees shall be made by electronic payment transactions through

automated clearing house debits (“ACH Debit”). A non-sufficient fund fee of One Hundred Dollars (\$100.00) shall be assessed for any uncollected ACH Debit which may result from any insufficient or uncollected funds. Buyer agrees to execute any appropriate documentation to affect the ACH Debits, at IFAR / iFixandRepair Franchise LLC’s request.

2.10 Completion of Obligations. Seller, Buyer, and IFAR / iFixandRepair Franchise LLC each acknowledge and agree that all of the financial obligations of Seller to IFAR / iFixandRepair Franchise LLC will be paid in full, or an agreement as to a payment plan will be reached, upon execution of this Transfer, as a condition precedent to IFAR / iFixandRepair Franchise LLC’s approval and consent to the proposed transfer of rights herein.

RELEASE OF IFAR / IFIXANDREPAIR FRANCHISE LLC AND RELATED PERSONS AND ENTITIES

3.1 General Provision. Seller, for himself, herself and itself and their respective successors, assigns, subsidiaries, affiliates, executors, administrators, legatees and heirs hereby indemnifies, holds harmless, releases and forever discharges IFAR / iFixandRepair Franchise LLC and its parent corporations, subsidiaries, affiliates, successors and assigns and their respective shareholders, directors, officers, employees, agents, representatives and servants, [whether controlling, controlled by or under common control with any of the foregoing or otherwise] and all persons acting by, through, under or in concert with them, or any of the foregoing (collectively, the “Releasees”), of and from and with respect to any and all causes of action, in law or in equity, covenants, judgments, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, attorneys’ fees, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, controlled by or under common control with him, her or it or any of the foregoing or any third parties, past and present, that Seller may now have or may hereafter have against all or any of the Releasees by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the “Claims”).

3.2 No Assignment or Transfer of Interest. Seller represents and warrants that there has not been, nor will there be, any assignment or other transfer of any interest in any Claims which he, she or it may have or have had against any or all of the Releasees, and Seller agrees to indemnify and hold the Releasees harmless from any liability, claims, demands, damages, losses, costs, expenses, or attorneys’ fees incurred by any Releasee as a result of any person asserting any such assignment or transfer, or any rights or claims under such assignment or transfer. Seller agrees to indemnify and hold the Releasees harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys’ fees incurred by any Releasee as a result of any claim by Buyer related or associated in any way to the transfer and sale of the Franchise and/or associated business to the Buyer, however arising or characterized. Buyer represents and warrants that neither he, she, nor it has received, and will not receive, any assignment or other transfer of any interest in any Claims which Seller may have or have had against any or all of the Releasees, and Buyer agrees to indemnify and hold the Releasees harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys’ fees incurred by any Releasee as a result of any person asserting any such assignment or transfer, or any rights or claims under such assignment or transfer. Particularly, Seller and Buyer represent and warrant that no Claims or similar rights held by Seller have been, are being or will be transferred to Buyer and that it is the intention of Seller and Buyer, respectively,

that all Claims or similar rights held by the Seller are forever extinguished as of the date hereof. It is the intention of the parties that this indemnity does not require payment by any of the Releasees as a condition precedent to their recovery under this indemnity.

3.3 Attorneys' Fees. In the event Seller, Buyer or any other individual or entity hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Releasees any of the Claims released hereunder, Seller and Buyer agree to pay all attorneys' fees incurred by the Releasees in defending or otherwise responding to said suit or assertion directly to the Releasees incurring such costs.

Seller and Buyer agree that the Releasees shall have the right to enforce each provision in this Transfer by all legal and equitable remedies including, but not limited to, specific performance.

GENERAL PROVISIONS

4.1 Entire Agreement. This Transfer, the Franchise Agreement, and the New Franchise Agreement (as applicable) constitutes the entire understanding between the parties with respect to the matters covered hereby, superseding all negotiation, prior discussions and preliminary agreements and no prior agreement or understanding pertaining thereto and inconsistent herewith shall be effective and henceforth the Buyer shall comply with all the provisions of the Franchise Agreement and the New Franchise Agreement (as applicable). This Transfer may not be modified except in writing executed by each of the parties and approved by IFAR / iFixandRepair Franchise LLC.

4.2 Notice. Any notice permitted or required to be given pursuant to this Transfer shall be given by either personal service, overnight delivery or by registered or certified mail, postage prepaid, and shall be effective one day after mailing. Notices should be sent to Seller or Buyer at their respective addresses listed under the parties' signatures and to IFAR / iFixandRepair Franchise LLC at 429 Seabreeze Blvd., Fort Lauderdale FL 33316. Attn: President, CEO.

4.3 Captions. Article and section captions are not a part hereof, are for convenience of reference only, and shall not be considered or referred to in resolving questions of interpretation.

4.4 Counterparts. This Transfer may be executed in one or more counterparts, each of which shall constitute an original instrument. If all the parties do not sign this Transfer, the parties that do sign shall nonetheless be bound under this Transfer.

4.5 Severability. Each provision in this Transfer shall be severable and shall constitute a separate provision. The invalidity or unenforceability of any provision herein as determined by a court of competent jurisdiction shall in no way affect the validity or enforceability of the other provisions herein or any other obligations of Seller or Buyer to IFAR / iFixandRepair Franchise LLC or to any of its affiliates.

4.6 Waiver. The failure of any party to seek redress for violation of this Transfer or to insist upon the strict performance of any covenant or condition of this Transfer shall not prevent a

subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Transfer are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

4.7 Heirs and Assigns. Each of the terms, covenants and conditions of this Transfer shall extend to and be binding on and inure to the benefit of not only the parties, but also each of their respective heirs, representatives, executors, administrators, and permitted assigns and successors in interest. Whenever in this Transfer reference is made to any party, the reference shall be deemed to include, whenever applicable, the heirs, representatives, executors, administrators, and permitted assigns and successors in interest of that party the same as if in every case expressed. However, in no event will any provision of this Transfer [including the foregoing] be deemed to control over the provisions on assignment by the Franchisee as contained in the Franchise Agreement.

4.8 Applicable Law and Forum. This Transfer shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding the conflicts of law provisions of any forum to the contrary, and any litigation with respect to this Transfer or the matters covered thereby or involving the interests of IFAR / iFixandRepair Franchise LLC shall take place in any court of competent jurisdiction in Fort Lauderdale, Florida, or the federal court located nearest thereto.

In Witness Whereof, the parties have signed this Transfer as of the Effective Date first written above.

SELLER: _____

By: _____

Name: _____

Title: _____

Individually: _____

Address: _____

BUYER: _____

By: _____

Name: _____

Title: _____

Individually: _____

Address: _____

Consent to Request for Approval, Transfer and Assignment of Franchise Agreement and Release is hereby granted, effective upon compliance with the terms and conditions set forth above and as set forth in Section 11 of the Franchise Agreement:

IFIXANDREPAIR FRANCHISE LLC

By: _____

Name: _____

Its: _____

Exhibit G: State Law Addendum

STATE LAW ADDENDUM TO FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

In this Addendum, the Franchise Agreement is referred to as the “FA” and the Franchise Disclosure Document is referred to as the “FDD.”

California

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.

Our website address is www.iFixandRepair.com. **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.**

FDD Item 17, FA Sections 3, 13, 14, 15 and 16

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

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

(3) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

(5) The Franchise Agreement provides that all issues or disagreements relating to the Franchise Agreement will be mediated, tried, heard and decided in the county in which our headquarters are then located (currently Broward County, Florida) with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to

any provisions of a franchise agreement restricting venue to a forum outside the State of California.

(6) The Franchise Agreement requires application of the laws of the State of Oregon. This provision may not be enforceable under California law.

(7) Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form and containing such information as the Commissioner of the Department of Financial Protection and Innovation may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

FDD Item 3

Response to California 10 CCR Section 310.114.1(c)(3): Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

FDD Item 17.r; FA Section 15; FA Exhibit 7 (Confidentiality and Non-Competition Agreement)

Under Business and Professions Code Section 16600, covenants not to compete that extend beyond the termination of the franchise are not enforceable under California law.

FDD Item 5; FA Section 5

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Georgia

DISCLOSURES REQUIRED BY GEORGIA LAW

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If, for any reason, any provision set forth in the Franchise Agreement (including those related to in-term and post-term covenants against competition and non-disclosure and non-use of confidential information) exceeds any lawful scope or limit as to duration, geographic coverage, specificity, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. Indeed, the parties acknowledge their desire and intent that such provisions be modified by a court or arbitrator to comply with Georgia law if needed. The duration, geographic coverage and scope allowable by law or court of law will apply to this Agreement.

Illinois

FDD Item 17 and FA Sections 3 (renewal); 13 (termination); 14 (transfer); and 16 (dispute resolution)

Illinois law shall apply to and govern the Franchise Agreement.

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

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

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

FDD Items 5 and 7; FA Section 5; Multiple Franchise Purchase Addendum (FA Exhibit 6) Section 6

The Illinois Attorney General's Office has imposed the following deferral requirement because of the franchisor's financial condition. All initial franchise fees owed to the franchisor, or its affiliate, by the franchisee will be deferred until such time as: (a) all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and (b) the franchisee has commenced doing business pursuant to the franchise agreement. If you sign a Multiple Franchise Purchase Addendum for the right to develop multiple franchises, then the initial franchise fees for each relevant franchise will be deferred as described above.

Signatures for Illinois State Law Addendum:

DATED this ____ day of _____, 20__.

("we/us"): iFixandRepair Franchise LLC ("you"): _____

By: _____

Title: _____

By: _____

Title: _____

Print Name: _____

Signed Personally: _____

Maryland

The Disclosure Document (Item 17) and Franchise Agreement are amended to include that any provision which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document and Sections 3 and 14 to the Franchise Agreement are amended.

Provisions in the Disclosure Document (Item 17) and Franchise Agreement requiring franchisee to file any lawsuit in a court in the State of Florida may not be enforceable under the Maryland Franchise Registration and Disclosure Law. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. The Disclosure Document (Item 17) and Franchise Agreement are amended.

The Franchise Agreement is amended as follows: All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FDD Item 17 and the Franchise Agreement are amended as follows: 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 (and the Multiple Franchise Purchase Addendum) are amended as follows: This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

[Signatures blocks appear on the next page.]

Maryland State Law Addendum - Date and Signatures:

DATED this ____ day of _____, 20__.

("we/us"): iFixandRepair Franchise LLC ("you"): _____

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Signed Personally: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

New York

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

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 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 2 a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

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

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

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

North Carolina

FDD Cover Page

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW.

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity (or franchise). The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Additional Representations, Acknowledgments and Agreements:

Franchisee acknowledges and agrees that the franchisor has *not* and does *not* represent or guaranty that the franchisor will do any of the following:

(1) That the franchisor will provide locations or assist the franchisee in finding locations for the use or operation of vending machines, racks, display cases or other

similar devices, or currency-operated amusement machines or devices, on premises neither owned nor leased by the franchisee or franchisor;

(2) That the franchisor may, in the ordinary course of business, purchase any or all products made, produced, fabricated, grown, bred or modified by the franchisee using in whole or in part, the supplies, services or chattels sold to the franchisee; or

(3) That the franchisee will derive income from the business opportunity which exceeds the price paid for the business opportunity; or that the franchisor will refund all or part of the price paid for the business opportunity, or repurchase any of the products, equipment, supplies or chattels supplied by the seller, if the purchaser is unsatisfied with the business opportunity.

Rhode Island

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

It is agreed that the applicable foregoing state law addendum for the state of _____, if any, supersedes any inconsistent portion of the Franchise Agreement (to which this addendum is attached) of this same date, and of the Franchise Disclosure Document. All terms of the Franchise Agreement, including these State Law Addendum provisions for the relevant state, have been agreed to at the time the Franchise Agreement was signed, to the extent that they are valid requirements of an applicable, effective, and enforceable state law. However, this addendum will have effect only if the Franchise Agreement or our relationship with you satisfies all of the jurisdictional requirements of the relevant state’s franchise laws, without considering this addendum.

Date and Signatures:

DATED this ____ day of _____, 20__.

(“we/us”): iFixandRepair Franchise LLC

(“you”):

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Signed Personally: _____

Exhibit H: Form of General Release

The Franchise Agreement provides that the franchisee must sign a General Release in a form satisfactory to the franchisor in certain circumstances, such as upon transfer or renewal of the franchise. Following is a form of General Release that is subject to change.

FORM OF GENERAL RELEASE

This General Release Agreement ("**Agreement**") is made this ____ day of _____, 20____. It is among iFixandRepair Franchise LLC ("**Franchisor**"), _____ and _____ (jointly and severally "**Franchisee**") and _____ and _____ (jointly and severally "**Transferee**").

RECITALS

On or about ____ day of _____, 20____, Franchisor and Franchisee entered into an iFixandRepair Franchise Agreement (the "**Franchise Agreement[s]**") for the operation of an iFixandRepair franchise at the following location: _____.

[NOTE: Describe the circumstances relating to the release, such as circumstances related to transfer or renewal of the franchise and relevant agreement dates.]

Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

[1. Renewal of Franchise Agreement. The parties covenant and agree:

A. The Franchise Agreement, including all appurtenant addenda, certificates, exhibits, options, and obligations of the parties is terminated. The provisions of the Franchise Agreement concerning your obligations upon termination and renewal will continue in full force and effect. The parties agree that this Agreement fully and completely expresses the present understanding between the parties.

B. Contemporaneously with execution of this Agreement, you agree to execute our current franchise agreement forms. These forms may vary materially from the Franchise Agreement. Fees will be set at the currently prevailing rates and terms. The Franchise Premises must remain at the location designated in the Franchise Agreement unless we otherwise approve in writing.

C. You will reimburse us for the following reasonable out-of-pocket costs we incur concerning the renewal: _____.

D. You will refurbish, remodel, and replace the Franchise Premises, fixtures, and equipment to conform to the current Operations Manual and System. This includes: _____.

E. You or your designated manager will attend and successfully complete the following retraining programs at your expense, including travel, meals, lodging, and our current training fee of \$_____:_____.

[1. Franchise Transfer. The Parties covenant and agree:

A. The Franchise Agreement between Franchisor and Franchisee, including all appurtenant addenda, certificates, exhibits, options, and obligations of the parties are terminated, as between them. The provisions of the Franchise Agreement concerning the obligations of Franchisee upon termination and transfer will continue in full force and effect. The parties agree that this Agreement fully and completely expresses the present understanding between the parties.

B. Transferee agrees to fully assume and to be bound by the terms, covenants and conditions of the Franchise Agreements as if Transferee had been named as the original franchisee in the Franchise

Agreement. Transferee will execute all documents Franchisor or Franchisee may reasonably require to complete the transfer and assumption of the Franchise Agreements, including but not limited to execution of a new franchise contract in the form currently being used by Franchisor. The new franchise contract may contain economic and general terms which are materially different from those contained in the Franchise Agreement.

C. Franchisor enters into this Agreement, in part, in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of Transferee.

D. All obligations of Franchisee in connection with the Franchise Agreement and the franchise are assumed by the Transferee. Franchisee will remain bound by its covenants in the Franchise Agreements that neither it nor its owners, officers, partners, or other persons enumerated in the Franchise Agreement will disclose confidential information nor compete with Franchisor or Franchisor's franchisees.

E. [All now ascertained or liquidated debts in connection with the franchise have been paid by Franchisee.] [Franchisee owes \$--- in current obligations and will owe additional funds for franchise fees, advertising fees, and product purchases through the closing of this transfer transaction. Franchisee will pay all sums due to Franchisor and to product suppliers within 10 days of the relevant invoice or due date. All other now ascertained or liquidated debts in connection with the franchises have been paid by Franchisee.]

F. Franchisee is not in default in any way under the Franchise Agreement or any other agreement between it and Franchisor.

G. Transferee will pay for and complete to Franchisor's exclusive satisfaction the training programs now required of new franchisees. [Transferee has completed to Franchisor's satisfaction the training programs now required of new franchisees.] [Transferee has demonstrated to Franchisor's satisfaction sufficient ability to successfully operate the franchise]. Franchisee or Transferee have submitted to Franchisor, upon execution of this Agreement, a Transfer Fee in the amount of \$---. Franchisor acknowledges receipt of this Fee in consideration for Franchisor's legal, accounting, credit check, training and investigation expenses incurred as a result of this transfer. [In addition, Franchisee has paid to Franchisor, contemporaneous with execution of this Agreement, a ___% commission on the gross transfer price (excluding the price of real property), in the amount of \$___. Franchisor acknowledges receipt of this amount in consideration for having obtained Transferee for Franchisee.]

H. Transferee has met the standards established by Franchisor for quality of character, financial capacity and experience required of a new or renewing iFixandRepair franchisee. Franchisee and Transferee have provided to Franchisor such information as Franchisor reasonably requested to evidence that Transferee meets these standards.

I. The lessor or sublessor of the Franchise Premises has consented to the assignment or sublease of the Franchise Premises to Transferee.

J. Franchisee and Transferee agree to subordinate to Transferee's obligations to Franchisor (including, without limitation, the payment of all franchise fees) any obligations of Transferee to Franchisee.

K. Transferee will assume possession and control of the equipment, furnishings, signs, supplies, inventory, advance paid deposits and other personal property and fixtures located on the Franchise Premises, except as follows:

L. Franchisee will properly operate the franchises and maintain the Franchise Premises in clean and

proper working order and will continue the employment of all current employees until Transferee assumes control of the businesses and [relocates] the Franchise Premises.

M. Franchisee will maintain a sufficient inventory and sufficient supplies on hand to provide for normal business operations through the second day after Transferee assumes control of the businesses and the Franchise Premises, except as follows:

_____.

N. Transferee agrees to place orders with product suppliers to maintain the inventory and supply levels following the closing of this transaction.

O. Franchisee and Transferee have entered into this Agreement for the transfer of Franchisee's rights under the Franchise Agreements after their own independent investigation. The transfer of the franchise rights and the amount of consideration for them have been determined by them independently. Franchisee and Transferee acknowledge that they have not relied upon any representation, warranty, promise or other consideration from or by Franchisor in entering into this Agreement or in evaluating the advisability of the transfer or the value of the franchises, any of the franchise rights or the franchise locations.

P. Transferee will refurbish and remodel the Franchise Premises, and will refurbish, remodel and/or replace the fixtures, equipment and signage to conform to the current Operations Manual and System within 90 _____ days _____ of _____ transfer. _____ This _____ includes: _____.]

[NOTE: The following Section 2 is for franchise transfers but not for franchise renewals:]

[2. Franchisee to Cease Using Trade Names, Marks, and Logos. Upon completion of the transfer, Franchisee will immediately cease using Franchisor's trade names, service marks, logos, and other marks, symbols or materials indicating that Franchisee is or was related to Franchisor in any way, except as otherwise provided in writing. Franchisee acknowledges that all such names, service marks, logos, and symbols are the exclusive property of Franchisor and that Franchisee has been allowed to use them, only in conjunction with the franchise relationship as outlined in this Agreement. Franchisee will remain jointly and severally bound to comply with the covenants in the Franchise Agreement which expressly or by reasonable implication are intended to apply to Franchisee after termination of the Franchise Agreement, including any applicable non-disclosure requirements. Franchisee will:

- A. deliver to Transferee or Franchisor all copies of the Operations Manuals, training materials, and any other franchise-related materials in Franchisee's custody, control or possession (or destroy such materials if requested by Franchisor);
- B. take action as required to transfer to Transferee all registrations relating to the use of all assumed names;
- C. notify the telephone company and all listing agencies of the transfer of Franchisee's rights to use the franchise names and logos and classified and directory listings of the franchise;
- D. cease use of the franchise trademarks, service marks, trade names, copyrights, and other intellectual or intangible property;
- E. refrain from doing business in any way that might tend to give the public the impression that Franchisee still is or was a franchisee in the franchise system;]

3. Communication of Confidential Information. Neither Franchisee nor its owners, officers, directors, or other persons enumerated in the Franchise Agreements will communicate or divulge to any person or entity the contents of this Agreement, the contents of the Franchise Agreement, the substance of the iFixandRepair franchise operations manuals, or any other nonpublic information related to the operation of

the iFixandRepair franchise system. Franchisee represents and warrants that neither it nor any listed individual has communicated or divulged any such information to anyone prior to the date of this Agreement. This Section shall not reduce the scope of the confidentiality and non-disclosure obligations and restrictions in the Franchise Agreement, and Franchisee will continue to comply with such obligations and restrictions.

[Nothing contained in this Agreement will preclude Franchisor or Franchisee from disclosing the fact of this Agreement or the amount paid by Transferee to Franchisor or to Franchisee.]

4. Release.

A. General. In consideration of the covenants and understandings set forth in this Agreement, Franchisee (for itself and on behalf of its affiliates, subsidiaries, divisions, successors, assigns, officers, directors, employees and agents) (“**Releasing Parties**”) does release and discharge and covenants not to sue Franchisor and its affiliates, subsidiaries, divisions, successors, assigns, owners, officers, directors, employees and agents (“**Released Parties**”) from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute (each a “**Claim**” and collectively “**Claims**”), including but not limited to Claims arising directly or indirectly out of the offer of, negotiation of, execution of, performance of, nonperformance, or breach of the Franchise Agreement and any related agreements between the parties through the date of this Addendum (“**Claim**”).

It is expressly understood and agreed that this release is intended to cover and does cover not only all known losses and damages but any further losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

Franchisee represents that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims against Franchisor, known or unknown, through the date of this Agreement, including, but not limited to, economic loss.

[In consideration of the covenants and understandings set forth in this Agreement, Transferee does release and discharge Franchisor and its current and former owners, partners, directors, officers, members, employees and agents from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute, arising directly or indirectly out of the offer of, negotiation of, execution of, performance of, nonperformance, or breach of Transferee's existing franchise or license agreement(s) with us and any related agreements between the parties and out of any other action or relationship between the parties arising prior to the date of this Agreement.]

Transferee represents that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims against Franchisor, known or unknown, arising directly or indirectly out of Transferee's existing franchise or license agreement(s) with us and the relationship between the parties through the date of this Agreement, including, but not limited to, economic loss.]

B. Waiver of Statute. The Releasing Parties expressly waive any statute, legal doctrine or other similar limitation upon the effect of general releases. If applicable, the parties waive the benefit of California Civil Code Section 1542, which states: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

C. Covenant Not to Sue. The Releasing Parties covenant not to initiate, prosecute, encourage,

assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim, against any of the Released Parties with respect to any Claim.

[D. Certain Obligations Not Released. The parties agree that the provisions of the Franchise Agreement concerning the obligations of Franchisee upon termination will continue in full force and effect. Without limiting the generality of the foregoing, Franchisee shall be liable to Franchisor for royalties and any other fees that accrue prior to the Effective Date.]

E. Releasing Parties' Acknowledgments. EACH OF THE RELEASING PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS RELEASE THOROUGHLY AND FULLY UNDERSTAND IT; THEY ARE VOLUNTARILY EXECUTING THIS RELEASE; THEY HAVE GRANTED THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS RELEASE; AND THEY ARE AWARE THAT BY SIGNING THIS RELEASE THEY ARE WAIVING CERTAIN LEGAL RIGHTS THAT THEY MAY HAVE AGAINST THE RELEASED PARTIES.

5. Indemnification. Franchisee, for themselves and their heirs, successors, representatives, assigns, subsidiaries, divisions, and agents and each of them, agree to indemnify and hold harmless Franchisor and its affiliates, subsidiaries, divisions, successors, assigns, officers, directors, employees and agents and each of them against any liabilities, losses, damages, deficiencies, claims, costs, expenses, actions, suits, proceedings, investigations, demands, assessments, judgments, and costs of any nature resulting, directly or indirectly, from the operation of the franchise by Franchisee or Franchisee's agents or employees. This Section shall not reduce the scope of the indemnities in the Franchise Agreement.

6. Miscellaneous Provisions.

A. Entire Agreement. This writing is the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties.

B. Joint and Several Liability. If Franchisee consists of more than one individual or entity, then their liability under this Agreement will be joint and several.

C. Waiver. No waiver of any covenant or breach of this Agreement will be a waiver of any subsequent breach of the same or any other covenant or authorize the subsequent breach of any covenant or condition.

D. Time of Essence. Time is of the essence of this Agreement.

E. Injunctive Relief. In addition to other remedies available at law or in equity, any party may seek and obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any covenant contained in this Agreement.

F. Dispute Resolution. If a dispute arises, before taking any other legal action, the parties agree to participate in good faith mediation in Portland, Oregon in accordance with the mediation procedures of Arbitration Service of Portland, Inc. or of any similar organization that specializes in the mediation of commercial business disputes. The party demanding mediation must provide written notice to the other party of the demand for mediation. If the other party does not respond to the mediation demand within 30 days of written notice, or indicates a refusal to participate in mediation, then the party providing notice may proceed with other forms of dispute resolution. The parties agree to equally share the costs of mediation. Injunctive relief and or claims of specific performance sought pursuant to or authorized by this Agreement, are not subject to, nor can be avoided by, the mediation terms of this Agreement, and may be brought in any court of competent jurisdiction.

G. Costs and Attorneys' Fees. The prevailing party in any suit or action to enforce this Agreement will be entitled to recover its arbitration and court costs and reasonable legal fees to be set by the court, including costs and legal fees on appeal.

H. Governing Law. This Agreement is accepted in the State of Oregon and will be governed by the laws of Oregon, which laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.) and except in those states whose franchise laws require exclusive application of those laws. This choice of laws will not include and does not extend the scope of application of the Oregon franchise or business opportunity laws (if any). Any portion of this Agreement that requires enforcement in any other state, and is enforceable under the laws of that state but not of Oregon, will be construed and enforced according to the laws of that state. All issues or disagreements relating to this Agreement, will be tried, heard, and decided in Broward County, Florida .

I. Successors and Assigns. This Agreement will benefit and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

J. Legal Representation. The parties acknowledge they have been represented by counsel and have been advised of the significance and ramifications of executing this Agreement.

K. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument. Execution of this Agreement via DocuSign or other reputable e-signature services shall constitute valid and legally binding execution.

[7. Effective Date. The effective date of this Agreement shall be the date the last party signs.]

IN WITNESS WHEREOF, the parties have executed this Agreement.

Franchisor: iFixandRepair Franchise LLC

By (Signature): _____

Printed Name: _____

Title: _____

Franchisee:

By: _____
_____, an individual -

By: _____
_____, an individual -

[ENTITY NAME]

By (Signature): _____

Printed Name: _____

Title: _____

Transferee:

By: _____
_____, an individual -

By: _____
_____, an individual -

[ENTITY NAME]

By (Signature): _____

Printed Name: _____

Title: _____

Instructions for signatures (above) for “Franchisee” and “Transferee”: If you are a corporation, limited liability company or other business entity, then this Agreement should be signed by a company officer or owner authorized to sign on behalf of the company. Additionally, this Agreement must be signed by all officers and owners of the company as individuals.

Exhibit I: State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	Pending
Illinois	Offered by separate disclosure document
Maryland	Pending
New York	Pending
Rhode Island	November 29, 2022
Wisconsin	November 22, 2022

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.

Exhibit J: Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If IFAR / iFixandRepair Franchise LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. 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 requires 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 IFAR / iFixandRepair Franchise LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on Exhibit C.

The name, principal business address and telephone number of each franchise seller offering the franchise are Chris Kelley and Robyn Kelley, iFixandRepair Franchise LLC, 429 Seabreeze Blvd., Fort Lauderdale, FL 33316, (855) 456-4349.

The issuance date of this Franchise Disclosure Document is November 1, 2022.

We authorize the respective state agents identified on Exhibit C to receive service of process for us in the particular states. The effective dates for this Franchise Disclosure Document for certain specified states are listed on the third page of this document.

I have received a Disclosure Document dated as indicated above, that included the following Exhibits:

Exhibit A: Financial Statements	Exhibit E-1: Current Franchisees
Exhibit B-1: Single Store Franchise Agreement and Exhibits (including Multiple Franchise Purchase Addendum, Exhibit 6)	Exhibit E-2: Former Franchisees
Exhibit B-2: Site Approval Addendum	Exhibit F: Request for Assignment of Franchise Agreement and Release
Exhibit C: State Administrators and Agents for Service of Process	Exhibit G: State Law Addendum
Exhibit D: Operations Manual Table of Contents	Exhibit H: Form of General Release
	Exhibit I: State Effective Dates

Dated: _____

Signatures of All Prospective Franchisees:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Name of Corporation/LLC/Partnership: _____

By: _____ Title: _____

Keep this copy for your records.

Exhibit J: Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If IFAR / iFixandRepair Franchise LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. 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 requires 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 IFAR / iFixandRepair Franchise LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on Exhibit C.

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Exhibit D: Operations Manual Table of Contents	Exhibit H: Form of General Release
	Exhibit I: State Effective Dates

Dated: _____

Signatures of All Prospective Franchisees:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Name of Corporation/LLC/Partnership: _____

By: _____ Title: _____

Please return one copy of this signed and dated receipt by faxing a copy of the signed receipt to IFAR at (888) 852-3435, or via email to info@ifixandrepairfranchise.com; or as we may otherwise instruct.