FRANCHISE DISCLOSURE DOCUMENT

IFixScreens.com
A Wyoming Corporation
1311 W Spring St, Suite B
Monroe, GA 30655
(855) 462-4349 x5
kamran@iFixScreens.com
www.iFixScreens.com

As an IFixScreens.com franchisee, you will operate a retail services business providing technology repair services for individuals and businesses, with a primary focus on mobile devices including phones and tablets. The franchised business operates under the brand "iFixScreens.com".

The total investment necessary to begin operation of a IFixScreens.com franchise is $149,500 to $247,500. This amount includes $73,500 to $84500 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of 2 to 5 IFixScreens.com locations under an Area Development Agreement is $189,000 to $317,000. This includes $113,000 to $203,000 that must be paid to the franchisor or affiliate. Under the Area Development Agreement, you are required to develop a minimum of 2 IFixScreens.com units.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Kamran Faisal at 1311 W Spring St, Suite B, Monroe, GA 30655 and (855) 462-4349 x5.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW. Washington, 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: June 15, 2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Georgia. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Georgia 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. **Short Operating History**. 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.

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

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

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

TABLE OF CONTENTS

Exhibits

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

In this disclosure document, "we", "us," or "our" refers to IFixScreens.com. "You" refers to the individual or entity to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

The Franchisor

We are a corporation established under Wyoming law on August 12, 2021, with our principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655. We conduct business under our corporate name and the following trade names: "IFixScreens.com", "iFixScreens", "I Fix Screens" and "iFixScreens.com". We have been offering franchises since October 2023.

We, as the Franchisor, do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document. However, our Affiliate, AE Mobile Repair, Inc., does conduct a business of this type. We do not have any affiliates that offer franchises in any line of business. We do have an affiliate that provide products or services to our franchisees.

The Franchisor's Parents, Predecessors and Affiliates

We do not have any parents or predecessors. We do not have any affiliates that offer franchises in any line of business; however, the following affiliates provide products or services to our franchisees:

Our affiliate, AE Mobile Repair, Inc., a corporation established under New York law on June 1, 2015 provides inventory to our franchisees. The principal business address for AE Mobile Repair, Inc. is 203 Centereach Mall, Centereach, NY 11720.

Our affiliate, I-Fix-Screens.Com, a corporation established under New York law on October 2, 2012 owns and licenses the IFixScreens.com trademarks to us. The principal business address for I-Fix-Screens.Com is 203 Centereach Mall, Centereach, NY 11720.

Agent for Service of Process

Our designated agent for service of process in Wyoming is Registered Agents, Inc., located at 30 N Gould St, Suite R, Sheridan, WY 82801. Our agents for service of process in other states are disclosed in Exhibit A.

Information About Our Business and the Franchises Offered

If you enter into a Franchise Agreement, as a franchisee, you will be required to develop, establish and operate a IFixScreens.com outlet in accordance with our requirements. Your rights under the Franchise Agreement will be limited to the establishment and operation of one

IFixScreens.com outlet, providing only our approved services and products in conformity with our System and within your designated Territory. Each Franchise Agreement will be between you and us, and each of your owners will guarantee your obligations to us.

Under our store conversion program, individuals or entities who have been operating a technology repair services business for at least 2 years and who convert their existing business into an IFixScreens.com outlet by entering into a franchise agreement with us will be eligible for a waiver in the Initial Franchise Fee. The amount of this reduction will be specified in the conversion addendum attached as Attachment 4 to the Franchise Agreement. In order to qualify for this program the prospective franchisee must execute a franchise agreement and conversion addendum (attached as Attachment 4 to the Franchise Agreement) for each conversion location.

If you sign an Area Development Agreement, you will open and operate multiple IFixScreens.com outlets within a defined geographical area (the "Development Area") by i) executing our current form of Area Development Agreement (the "Area Development Agreement") attached as Exhibit C to this Disclosure Document; and (ii) paying our then-current development fee upon execution of your Area Development Agreement, which will depend on the number of locations you agree to open (the "Development Fee").

You will be required to enter into our then-current form of franchise agreement for each of the locations you are required to open under the Area Development Agreement, which may include materially different terms from the Franchise Agreement included with this Disclosure Document, and you must execute the Franchise Agreement for your initial location contemporaneously with the execution of your Area Development Agreement. You must then ensure that you open and commence operations of each additional location in the Development Area in accordance with a development schedule set forth in your Area Development Agreement (the "Development Schedule").

The general market for technology repair services is mature and in high demand as the majority of people have a significant number of devices in their home or business. This market is competitive in most regions. Our customers are primarily middle to upper income individuals who have broken a phone or tablet and are in need of repair. Sales are not seasonal..

You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

<u>Laws and Regulations</u>

While we are not aware of any laws or regulations specific to our industry that would significantly impact your ability to operate an IFixScreens.com franchise, it is your responsibility to investigate any such laws or regulations. We will provide you with any information that we are aware of, but it is ultimately your responsibility to ensure compliance with all applicable laws and regulations. However, there may be general business regulations and requirements that you need to comply with, such as those related to business licensing and operation, health and safety, and employment. You are solely responsible for investigating and complying with all applicable laws and regulations pertaining to the operation of your IFixScreens.com franchise, notwithstanding any information that we may provide you. You should consult with a legal advisor about legal requirements that may apply to your business.

Item 2
BUSINESS EXPERIENCE

iFixScreens.com, VP – Ahmed EL-Nawawy

Mr. El-Nawawy has served as our Vice President since our inception. Since May 1, 2019, Mr. El-Nawawy has also served as Vice President of MF Mobile Repair, LLC in Centereach, NY. Since August 17, 2017, Mr. El-Nawawy has also served as Vice President of AAKA Holdings, Inc. in Centereach, NY. Since June 1, 2016, Mr. El-Nawawy has also served as Vice President of AE Mobile Repair, Inc. in Centereach, NY. Since January 1, 2013, Mr. El-Nawawy has also served as Vice President of I-Fix-Screens.com, Inc. in Centereach, NY.

iFixScreens.com, CEO /President– Kamran Faisal

Mr. Faisal has served as our CEO/President since our inception. Since May 1, 2019, Mr. Faisal has also served as President of MF Mobile Repair, LLC in Centereach, NY. Since August 17, 2017, Mr. Faisal has also served as President of AAKA Holdings, Inc. in Centereach, NY. Since June 1, 2016, Mr. Faisal has also served as President of AE Mobile Repair, Inc. in Centereach, NY. Since January 1, 2013, Mr. Faisal has also served as President of I-Fix-Screens.com, Inc. in Centereach, NY.

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

Franchise Fee

You must pay us an Initial Franchise Fee of $49,500 (the "Franchise Fee") in a lump sum upon execution of the Franchise Agreement; however, we will waive your Franchise Fee if you are a new franchisee converting your existing technology repair business into an IFixScreens.com franchise. The Initial Franchise Fee is fully earned when paid and is non-refundable under any circumstances.

Conversion Franchise Training Fee

If you convert your existing technology repair business into an IFixScreens.com franchise, you must reimburse us for any actual costs we incur in providing you with training. We estimate that this cost will be between $0 and $10,000. The Conversion Franchise Training Fee is fully earned when paid and is not-refundable under any circumstances.

Veteran Program Discount

We currently offer a 10% discount of the initial franchise fee described above for your first franchised location if you are a veteran of the U.S. Armed Forces.

"Veteran" means discharged from the U.S. Army, Navy, Air Force, Marines or Coast Guard and can provide proof of veteran or military status by providing a DD214 or military orders.

Grand Opening Marketing Fee

You must pay us $10,000 (the "Grand Opening Marketing Fee") in a lump sum when you sign a lease for your IFixScreens.com location; however, we will waive your Grand Opening Marketing Fee if you are a new franchisee converting your existing technology repair business into an IFixScreens.com franchise. We will use these funds to perform your grand opening marketing. The Grand Opening Marketing Fee is uniform, fully earned when paid and is non-refundable under any circumstances.

Furniture, Tools and Equipment

You must purchase the required furniture, tools and equipment for your IFixScreens.com franchise from us or our designated affiliate. We estimate that the cost for the required furniture, tools and equipment will be between $14,000 and $25,000 depending on the size of your IFixScreens.com franchise. The fee paid to us or our designated affiliate for the furniture, tools and equipment is fully earned when paid and is non-refundable under any circumstances.

Development Fee

You may also purchase the rights to open additional IFixScreens.com outlets by signing our Area Development Agreement and paying a development fee ("Development Fee"). The Development Fee is in lieu of the Franchise Fee, is fully earned when paid and is non-refundable under any circumstances.

Your Development Fee will depend on the number of IFixScreens.com outlets we grant you the right to open within the Development Area and is calculated as follows:

Number of Franchised Locations	**Initial Franchise Fee**	**Development Fee**
1	$49,500	N/A
2	$39,500	$89,000
3 or more	$30,000	$119,000

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of your gross sales	Bi Weekly, on the 5th and 20th of each month. The total Royalties due will be based on the Gross Sales generated from the previous two week period.	See Notes 1, 2 and 3. The Royalty Fee will be collected based on the previous two weeks of Gross Sales. The Royalty Fee is due on the 5th and 20th of every month. The Royalty Fees due on the 5th will be based on the Gross Sales generated from the 1st of the month through the 15th of the month. The Royalty Fees due on the 20th will be based on the Gross Sales generated from the 16th of the month through the end of the month.
Brand Fund	1% of your Gross Sales	Paid with the royalty payment each month	Based on Gross Sales during the previous bi-weekly period. See Item 11 for a detailed discussion about the Brand Fund.
Websale Orders	12% of the Gross Sales for the websale order	As incurred	If an order is made through the IFixScreens.com system website within your territory, we will perform all billing and will collect the royalty fee and a 5% administrative fee. Upon payment in full and withdrawal of our fees, we will remit the remaining balance to you.
Core Marketing Plan	$250 per month	5th of the month	You will pay this fee to us each month in exchange for our services which shall include social media postings, management of social media accounts, local search engine optimization, etc. We have the right to increase this fee up to $500 per month with 30 days notice.
Local Marketing	5% of your Gross Sales	As incurred	You must spend at least 5% of your Gross Sales each month on marketing your business within your Territory.

Type of Fee	Amount	Due Date	Remarks
Market Cooperative Contribution	As determined by co-op. Currently, none.	Bi Weekly, on the 5th and 20th of each month. The total Market Cooperative Contribution due will be based on the Gross Sales generated from the previous two week period.	We have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of gross sales. This fee would be due in the same format as Royalty Fees.
Replacement/Additional Training fee	Currently, $200 Per Day.	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.
Technology Fee	Our then-current fee, currently $350 per month	On the 5^{th} of each month.	Paid directly to us. This fee covers items such as your POS fee, phone system, LMS, POS Marketing Pro and Check-In software. We reserve the right to increase the Technology Fee as needed, upon 30-days written notice to you.
Supplier and Product Evaluation Fee	$1,000	When billed	This covers the cost of testing new products or inspecting new suppliers you propose to us.
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We reserve the right to mandate franchisees to engage third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Non-compliance fee	$100 for the first non-compliance for which we give you written notice; $250 for the second; $500 for the third and subsequent.	If incurred	Payable upon your failure to comply with our System standards and requirements. This fee is in addition to all other remedies that we have under the Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We reserve the right to impose a late fee should you fail to make a required payment on time.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee will be charged if a payment made by you is returned due to insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Special support fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses	On demand	We reserve the right to take any action we deem necessary to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any 4-week period.

Type of Fee	Amount	Due Date	Remarks
Special inspection fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$10,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Relocation fee	25% of our then-current initial franchise fee	Upon our approval of the relocation	If you request to relocate your business. We are not required to approve relocation of your business if you lose your lease
Liquidated damages	An amount equal to royalty fees, brand fund fees and core marketing plan fees for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You are required to indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise, unless the losses are caused by our misconduct or negligence.

All fees are imposed and collected by us and are non-refundable. All fees are uniform for all franchisees, although we retain the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. Currently, there are no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. “Gross Sales” is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales), or (v) payments withheld by us for websale orders.

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT

Type of expenditure (Note 1)	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (Note 2)	$49,500 - $49,500	Check or wire transfer	Upon signing the franchise agreement	Us
Rent (one month)	$1,800 - $8,000	Check	Upon signing lease	Landlord
Utilities	$1,200 - $2,250	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements (Note 3)	$10,000 - $30,000	Check	As incurred or when billed	Contractors
Real Estate & Site Selection Management Fee (Note 4)	$0 - $15,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Grand Opening Marketing Fee	$10,000 - $10,000	Check, debit, and/or credit	As incurred or when billed	Us
Grand Opening Inventory	$16,000 - $18,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Furniture Bundle	$3,000 - $5,000	Check, debit, and/or credit	As incurred	Us
Fixtures Bundle	$18,000 - $22,000	Check, debit, and/or credit	As incurred	Vendors and suppliers

Type of expenditure (Note 1)	Amount	Method of payment	When due	To whom payment is to be made
Tools & Equipment	$11,000 - $20,000	Check, debit, and/or credit	As incurred or when billed	Us
Insurance (3 months)	$500 - $1,500	Check	Upon ordering	Insurance company
Mobile Repair add-on (Note 5)	$0 - $5,000	Check	Upon purchase	Vendor
Signage	$4,000 - $5,000	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses	$1,000 - $2,000	Check, debit, and/or credit	As incurred	Vendors
Licenses and Permits	$0 - $2,500	Check	Upon application	Government
Business planning and miscellaneous expenses (Note 6)	$0 - $5,000	Check	As incurred	Vendors and suppliers
Dues and Subscriptions	$500 - $750	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Conversion Training Expenses (Note 7)	$0 - $10,000	Check, debit, and/or credit	As incurred	Us
Professional Fees (lawyer, accountant, etc.)	$1,000 - $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$2,000 - $3,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months)	$20,000 - $30,000	Varies	Varies	Employees, suppliers, utilities
Total	$149,500 - $247,500			

Notes

1. All fees paid to us are non-refundable under any circumstances. These estimated initial expenses represent our best estimate of the costs you may incur in establishing and operating your IFixScreens.com Franchise. We do not offer direct or indirect financing for these items.
2. The Franchise Fee for your first IFixScreens.com business is $49,500. However, if you are converting your existing technology repair business into an IFixScreens.com franchise, your Franchise Fee will be waived.
3. You will need to build-out the interior of your IFixScreens.com Business according to our specifications. Your blueprints for the build-out of your IFixScreens.com Business must

be approved by us before you may begin construction. Our review of your blueprints is only meant to verify that they meet our specifications, and is not meant to verify compliance with any applicable law, ordinance or building code. Your costs to build-out your IFixScreens.com Business will vary and may be higher than projected in this table, depending on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, the conditions of the property, whether you must use union labor, and the amount of alterations required for the property. You should investigate all of these costs in the area where you wish to establish your IFixScreens.com Business.

4. You may, but are not required to, use our approved real estate development supplier for the purpose of assisting with site selection and build out.
5. This range of investment for the mobile repair add-on includes the cost to lease an approved vehicle or to use your own vehicle that meets our then-current standards as well as the cost of required mobile unit inventory and supplies.
6. This range of investment for the business planning and miscellaneous expenses includes your expected costs to establish a business plan for your IFixScreens.com business.
7. This range of investment for the Conversion Training Expenses includes the approximate cost for a conversion franchisee to reimburse us for training expenses that may be incurred.
8. We considered the experience of our affiliate in developing an IFixScreens.com Business in preparing these estimates You should review these figures carefully with a business advisor before deciding to acquire the franchise.

YOUR ESTIMATED INITIAL INVESTMENT – AREA DEVELOPMENT AGREEMENT

Type of expenditure (Note 1)	Amount	Method of payment	When due	To whom payment is to be made
Development Fee (Note 2)	$89,000 - $119,000	Varies	Varies	Varies
Initial Investment to Open Initial IFixScreens.com Business (Note 3)	$100,000 - $198,000	Check or wire transfer	Upon signing the Area Development Agreement	Us
Total	$189,000 - $317,000			

Notes

1. No fees payable to us are refundable, under any circumstances. In certain instances, we or our affiliate may offer financing for the Development Fee. We do not offer direct or indirect financing for the remaining items. This chart provides details on the estimated initial investment required for executing an Area Development Agreement, granting the right to own and operate between 2 to 5 IFixScreens.com Businesses, as well as the initial investment to open your first IFixScreens.com Business under your Development Schedule.
2. The Development Fee, described in greater detail in Item 5 of this Disclosure Document, grants you the right to open and operate between 2 and 5 IFixScreens.com Businesses.

3. This figure represents the total estimated initial investment required to open the initial IFixScreens.com Business you agreed to open and operate under the Area Development Agreement. You will be required to enter into our then-current form of franchise agreement for the initial IFixScreens.com Business you open under your Area Development Agreement. The range includes all the items outlined in the first table of this Item 7, except for the Initial Franchise Fee because it is accounted for in the Development Fee and the Conversion Franchise Training Fee. It does not include any of the costs you will incur in opening any additional IFixScreens.com Businesses granted under your Area Development Agreement.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We reserve the right to require that you purchase or lease all goods, services, supplies, fixtures, equipment, inventory, vehicles, computer hardware and software, real estate, or comparable items necessary for establishing or operating your business (1) either from us, our designee, or from suppliers approved by us, or (2) in accordance with our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Brand Standards Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iv) in the event a motor vehicle is used in your IFixScreens.com outlet, Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Equipment, Inventory and Supplies. You must purchase the equipment and supplies used to operate the IFixScreens.com outlet from our approved vendors and suppliers. These suppliers are listed in our Brand Standards Manual.

E. Vehicle. You may, but are not required to, use a vehicle that has been wrapped as approved by us during the operation of the franchised business. If you choose to use a vehicle in the franchised business, the vehicle must meet our specifications and be approved by us. must be in excellent or better condition, free from dents, scratches, or other damage, as determined by our own or a third party inspection. We will have the sole right to approve or deny any vehicle you propose to use. If you use a vehicle in the operation of your IFixScreens.com outlet, your vehicle must meet our then-current standards, as discussed in the Manual and updated from time to time which may include specifications relating to the quality, make, model, year, color, body wrap, etc. If a vehicle is used, you must maintain the condition and appearance of the vehicle in a "like new" condition at all times.

Us or our Affiliates as Supplier

Our affiliate, AE Mobile Repair, Inc., in which our President, Kamran Faisal, and our Vice President, Ahmed El-Nawawy, have an ownership interest, is a required supplier for inventory to our franchisees.

We and our affiliates reserve the right to earn a profit on the sale of these items to you. Additionally, we and/or our affiliates may receive payments or other compensation from suppliers on account of the suppliers' dealings with us, you, or other IFixScreens.com businesses in the System. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate.

Other than as stated above, neither we nor any of our other affiliates are currently a required supplier of any good or service that you must purchase, although we reserve to the right to be a required supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

Other than the affiliates listed in Item 1 of this Disclosure Document, none of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use any products or services that we have not yet evaluated, or purchase or lease any products or services from a supplier or distributor that we have not yet approved, you first must submit sufficient information, specifications and samples for us to determine whether the product or service complies with our standards and specifications and/or the supplier or distributor meets our criteria. We may condition our approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) and/or other criteria. We may inspect the proposed supplier's or distributor's facilities and require the proposed supplier or distributor to deliver product or other samples, at our option, either directly to us or to any independent laboratory that we designate for testing. For each supplier, distributor, or product you submit for our review, you must pay us an evaluation fee of $1,000 to help cover inspection and evaluation costs. We will use commercially reasonable efforts to notify you of our approval or disapproval within 30 days after receiving all information we require. If we approve of the proposed product or service, we will refund the evaluation fee paid by you. We may periodically re-inspect the facilities, products and services of any approved supplier or distributor and, upon notice to franchisees and/or the supplier, revoke our approval of any supplier, distributor, product or service that does not continue to meet our criteria. Despite these rights, we may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including if we have already designated an exclusive source (which might be us or our affiliate) for the applicable product or service or if we believe that doing so is in the best interests of the System. The Manual may provide additional detail on the manner in which we grant and revoke approval of suppliers.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

We may ask a franchisee to test a new product or service as part of our ongoing efforts to improve the franchise, at their sole expense, but this does not constitute approval of the product or service for use in all franchises. The product or service may be canceled at any time.

Revenue to Us and Our Affiliates

We currently do not derive revenue from the required purchases and leases by franchisees. However, the franchise agreement does not prohibit us from doing so.

Proportion of Required Purchases and Leases

We estimate that the purchases and leases required to establish your business will constitute approximately 70% to 85% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 50% to 80% of your total purchases and leases of goods and services to operate your business.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. We currently receive a 5% rebate on all products purchased through Mobilesentrix, and 50% of the fees charged by an approved merchant services vendor.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Franchise Agreement ("FA"): §§ 6.1, 6.2 Area Development Agreement ("ADA"): § 1.1 Conversion Addendum ("CA"): Not applicable	Item 11
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3 ADA: Not applicable CA: §§ 3 and 6	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6 ADA: § 3 CA: § 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 6.4, 7.6 ADA: Not applicable CA: § 2	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6 ADA: § 3.2 CA: § 3	Items 7, 8 and 11
f. Fees	FA: Article 4, §§ 5.3, 7.8, 8.4, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6 ADA: § 2	Items 5, 6 and 7

Obligation	Section in agreement	Disclosure document item
	CA: §§ 1 and 2	
g. Compliance with standards and policies/operating manual	FA: §§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 9.1, 10.1, 10.4, 11.1 ADA: § 7 CA: § 6	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1 ADA: Not applicable CA: Not applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: § 7.3 ADA: Not applicable CA: Not applicable	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9 ADA: Not applicable CA: Not applicable	Item 8
k. Territorial development and sales quotas	FA: § 2.2 ADA: § 4 CA: Not applicable	Item 12
l. Ongoing product/service purchases	FA: Article 8 ADA: Not applicable CA: Not applicable	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	FA: §§ 3.2, 7.12, 7.13, 15.2 ADA: Not applicable CA: § 3	Items 6, 7 and 8
n. Insurance	FA: § 7.15 ADA: Not applicable CA: Not applicable	Items 6, 7 and 8
o. Advertising	FA: Article 9 ADA: Not applicable CA: § 4	Items 6, 7, 8 and 11
p. Indemnification	FA: Article 16 ADA: § 14.3 CA: Not applicable	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.4 ADA: Not applicable	Items 15

Obligation	Section in agreement	Disclosure document item
	CA: Not applicable	
r. Records and reports	FA: Article 10 ADA: Not applicable CA: Not applicable	Item 11
s. Inspections and audits	FA: §§ 10.5, 11.2 ADA: Not applicable CA: Not applicable	Items 6 and 11
t. Transfer	FA: Article 15 ADA: § 11 CA: Not applicable	Items 6 and 17
u. Renewal	FA: § 3.2 ADA: § 5 CA: Not applicable	Item 17
v. Post-termination obligations	FA: Article 13, § 14.3 ADA: § 4.3 CA: Not applicable	Item 17
w. Non-competition covenants	FA: § 13.2 ADA: § 12 CA: Not applicable	Item 17
x. Dispute resolution	FA: Article 17 ADA: §19 CA: Not applicable	Items 6 and 17

Item 10
FINANCING

Except as described below, we do not offer direct or indirect financing and we do not guarantee your note, lease or obligation.

Development Fee

In certain instances, we or our affiliate may offer financing for the Development Fee as stated below:

Parameter	
Item Financed ([1])	The Development Fee
Source of Financing	Us

Down Payment	Minimum of $10,000
Amount Financed	100% minus the Down Payment
Interest Rate/Finance Charge	A one-time finance charge equal to 20% of the amount financed (subject to state law)
Period of Repayment	12 months
Security Required	Personal Guarantee
Whether a Person Other than the Franchisee Must Personally Guarantee the Debt ([2])	If the franchisee is an entity, its owners must personally guarantee the debt
Prepayment Penalty	None
Liability Upon Default	Accelerated obligation to pay the entire amount due, pay our court costs and attorney fees incurred in collecting the debt, and termination of the franchise.
Waiver of Defenses or Other Legal Rights	Waiver of right to a jury trial; homestead and other exemptions; waiver of presentment, demand, protest, notice of dishonor.
Intent to Sell ([3])	There is no intent to sell, assign or factor the debt to a third party.
Consideration for placement of financing ([4])	None

Notes:
1. We may, at our sole discretion, provide financing to you. We do not require that anyone other than you personally guarantee the note.
2. We do not guarantee your notes, leases, or obligations.
3. We do not have any past or present practice to sell, assign, or discount to any third party, any note, contract, or other instrument signed by you, but we reserve the right to do so.
4. We do not receive any direct or indirect payments or other consideration for placing financing.

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 6.1). If you sign an Area Development Agreement, we will approve the location of future sites and territories for those sites, in accordance with our then-current standards for sites and territories. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

(i) We generally do not own your premises and lease it to you.

(ii) We currently do not provide assistance in, but can refer you to an approved supplier for the purpose of (i) locating your site and negotiating the purchase or lease of the site, however, we do approve your chosen site, (ii) ensuring the premises conform to local ordinances and building codes, and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises; however, we reserve the right to require that you utilize our services or those of an approved supplier for all site selection and negotiation services.

(iii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. You must find a potential site and submit your site to us for approval, together with all information and documents about the site that we request. When we accept a site, we will issue a Location Acceptance Letter (in the form of Attachment 2 to the Franchise Agreement).

(iv) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(v) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). Unless we agree, in writing, to extend the deadline, if we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement and, therefore, you will be in default. If this occurs, we reserve the right to terminate your franchise agreement without refunding any amounts to you.

B. *Constructing, remodeling, or decorating the premises*. We will advise you regarding the layout, design, and build-out of your business. (Section 6.1)

C. *Hiring and training employees*. We will provide you with our suggested staffing levels, suggested guidelines for hiring employees, operational instructions in the Operating Manual which you can use as part of training new employees (Franchise Agreement, Sections 5.2 and 7.5), and our initial training program described below. All hiring decisions and conditions of employment are your sole responsibility.

D. *Necessary equipment, signs, fixtures, opening inventory, and supplies*. We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.2) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

E. *Operating Manual*. We will provide you with access to our Operating Manual. The Manual, which currently consists of 191 pages, may be amended from time to time at our sole discretion. The Manual is confidential and remains our property, as it is our intellectual property.

Any modifications to the Manual will not alter your status, rights, and obligations under the Franchise Agreement or Area Development Agreement. The table of contents for the Manual are attached as Exhibit G to this Disclosure Document. (Franchise Agreement, Section 5.1)

F. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.

G. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.2)

H. *On-site opening support.* We will have a representative provide on-site support for at least 3 days in connection with your business opening, at our expense. (Section 5.2)

<u>Our Pre-opening Obligations under the Area Development Agreement</u>

Our obligations regarding site selection assistance, training, and advertising for additional Locations developed under an Area Development Agreement will be governed by the form of single-unit franchise agreement you sign for each additional business.

<u>Length of Time to Open</u>

The typical length of time between signing the franchise agreement and the opening of your business is 60-120 days or 30-120 days if you are converting your existing technology repair business into an IFixScreens.com business. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your location, obtain business permits and licenses, and hire employees. You will not open your business before (1) successful completion of the initial training program and all other required training, (2) purchasing all required insurance and providing us, at our option, proof of coverage, (3) obtaining all required licenses, certifications, permits and other governmental approvals. Failure to open or convert your existing technology repair business into an IFixScreens.com business within 6 months from the signing of the Franchise Agreement may result in termination of the Franchise Agreement at our sole discretion.

<u>Our Post-Opening Obligations</u>

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. We will provide you with our suggested staffing levels, suggested guidelines for hiring employees, and operational instructions in the Operating Manual which you can use as part of training new employees (Franchise Agreement, Sections 5.2 and 7.6) You are the sole employer of your employees. All hiring decisions, conditions of employment, and compliance with applicable employment laws and regulations are solely your responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee, which may be adjusted from time to time (currently $600 per day), plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.5). We reserve the right to require you to offer products and services at specific prices we determine if we are promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (in accordance with applicable law).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control (Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Brand Fund*. We will administer the Brand Fund (Section 5.5).

G. *Website*. We will maintain a website for the IFixScreens.com brand, which will include your business information and telephone number. (Section 5.5)

Advertising

Our obligation. We will use the Brand Fund only for marketing and related purposes and costs. We may use a national, regional, or in-house agency for advertising. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Brand Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our prior written approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to intended use. If we do not respond within this period, the material should be considered rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% and not more than 5% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as a national or regional advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged. (Franchise Agreement, Section 9.4)

Brand Fund. You and all other franchisees are required to contribute to our Brand Fund. Your contribution is set at 1% of gross sales per week. We reserve the right to set different contribution amounts or rates for other franchisees based on factors deemed relevant by us. Outlets that we own are exempted from contributing to the Brand Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

We (or our designee, which might be a corporate subsidiary or a national or regional advertising agency or consulting firm) will maintain and administer the Brand Fund, as follows:

A. We (or our designee) will direct all advertising programs, with the sole right to decide the concepts, materials, and media used in these programs and the placement and allocation of the programs. The Brand Fund is intended to maximize general public recognition, acceptance, and use of the System. Neither we nor our designee will be obligated to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from expenditures by the Brand Fund.

B. The Brand Fund, and all contributions to and earnings from the Brand Fund, will be used exclusively to meet the costs of marketing and any other activities that we believe will enhance the System's image and, in our sole discretion, promote general public awareness of and favorable support for the System. This includes the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys and other public relations activities; developing and maintaining our website; employing advertising or public relations agencies on a national or regional basis, conducting and administering visual merchandising, point of sale, and other merchandising programs; and providing marketing materials and services to the IFixScreens.com businesses operated under the System. Monies in the Brand Fund will not be principally used to solicit the sale of franchises, except for any maintenance to the franchise sales area of our Website.

C. All sums you pay to the Brand Fund will be maintained in an account separate from our other monies. The Brand Fund is not and will not be our asset, and we or our designee will maintain separate bookkeeping accounts for the Brand Fund. No percentage of the Brand Fund is used to solicit new franchise sales. We will have the right to charge the Brand Fund for the reasonable administrative costs and overhead that we incur in activities reasonably related to the direction and implementation of the Brand Fund and advertising programs for you and the System (for example, salaries, costs of our personnel for creating and implementing, associated overhead, advertising, merchandising, marketing programs). The Brand Fund and its earnings will not otherwise inure to our benefit.

D. If all of the money in the Brand Fund is not used in the year in which it is received, these amounts will be carried over and used in the next fiscal year or in subsequent years as deemed necessary for the promotion of the System. Although the Brand Fund is intended to be of perpetual duration, we maintain the right to terminate the Brand Fund. The Brand Fund will not be terminated, however, until all monies in the Brand Fund have been spent for advertising purposes. (Franchise Agreement, Section 9.3)

In our previous fiscal year ended December 31, 2023, we collected $0.00 in Brand Fund contributions from franchisees.

Grand Opening. We will manage your grand opening advertising. You are required to pay us $10,000 (the "Grand Opening Marketing Fee") in a lump sum when you sign a lease for your IFixScreens.com location. This amount of advertising will be for the 30-days before through 150-days after the of opening the business. We will use the Grand Opening Marketing Fee to, among other things, increase and establish brand awareness in your territory, provide marketing materials, and increasing your market share. (Franchise Agreement, Section 9.6).

Required Spending. After you open, you must spend at least 5% of gross sales each month on marketing your business. This amount is only a minimum requirement, and we do not represent that it is the optimal amount of money for you to spend on marketing.

Internet Marketing. We will host and maintain an independent webpage for the Franchised Business at an Internet address that we specify. We will provide and maintain this webpage using a standard template determined by us. Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any URL, social networking platform, blog, messaging system, email account, username, text address, mobile application, or other electronic, mobile or internet presence that uses, displays, or in any way exploits any of the Marks (or any derivative thereof) or that promotes any products or services of your business. You agree not to transmit, or cause any other party to transmit, advertisements or solicitations by broadcast media, telephone, e-mail, text message, instant message, social network, VOIP, streaming media, or other electronic media that currently exists or may exist in the future without first obtaining our written consent, which may be withheld at our sole discretion, as to: (1) the content of the advertisements or solicitations; and (2) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of your business must be in the form we prescribe. If we approve the use of an electronic medium, our approval will be conditioned on your compliance with any standards and procedures we issue with respect to that type of electronic medium, including the use of any disclaimers, warnings, and other statements that we may prescribe. We will provide you with Facebook/Facebook Ads Manager, Instagram and Google pages created, owned and audited by us. You shall comply with our standards for the System, as set forth in the Manual or otherwise, with regard to our authorization to use, and the use of, blogs, common social networks (including Facebook, Instagram and Pinterest), professional networks (including LinkedIn), live blogging tools (including Twitter), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools that in any way reference the Marks or involve the System or your business. (Franchise Agreement, Section 9.7)

Point of Sale and Computer Systems

We require you to use the approved technology, specified by us, as your point-of-sale system. The system provides management tools, operational systems and functionality you will use to operate the business day to day. These systems will generate or store data such as customer contact data, financial data and inventory management data needed to operate the business day to day.

We estimate that these systems will cost between $1,500 and $3,000 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates to the computer system. We do not require you to enter into any such contract with a third party.

You must upgrade or update any system when we determine it is necessary. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $2,000 to $2,500 per year including the Technology Fee you will be required to pay to us.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information generated or stored in these systems.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Getting started with IFixScreens. What to Expect.	7	0	Monroe, GA
The Execution of Sale	8	0	Monroe, GA
Execution of Job	8	0	Monroe, GA
Execution of Financials	8	0	Monroe, GA
BEST Practices and Resources	8	0	Monroe, GA
iFixScreens Service Process	0	8	Your Location
iFixScreens Software Training	0	8	Your Location
iFixScreens Inventory, Equipment, and System Compliance	0	8	Your Location
Total:	**39**	**24**	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes three to six times per year. Training will be held at our offices and business location in Loganville, Georgia and/or your location. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led or supervised by Ahmed EL-Nawawy. He has 8 years of experience in our industry, and 8 years of experience with us or our affiliates. Any other instructor who assists with training will have at least 1 year of experience with us, our affiliates, or in the industry.

There is no fee for up to 3 people to attend training. You must pay the travel and living expenses of people attending training.

You must attend training unless we state otherwise. You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

Your business must at all times be under your direct supervision or under the on-site supervision of a general manager who has completed our training program. If you need to send a new general manager to our training program, we will charge a fee, which is currently $200 per day. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

If you sign an Area Development Agreement ("ADA") in the form attached as Exhibit C to this disclosure document, we will approve sites for future/additional locations based on our then-current site criteria.

Grant of Territory

Your franchise agreement will specify a territory, which will be determined by us. The population of your territory will be approximately 50,000 people, as determined by us. Your territory will usually be specified as a radius around your location; however, we reserve the right to use other boundaries (such as county lines or other political boundaries, streets, geographical features, or trade area). If your business location is not known when you sign your franchise agreement, then we will state your location and territory in a "Location Acceptance Letter" when we approve your location. If we do not state your territory in writing before you open your business to the public, your territory will be deemed to be the zip codes which immediately surround the location of the IFixScreens.com outlet and comprise 50,000 people.

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your business without our prior written approval. We reserve the right to consider any request for relocation on a case-by-case basis. Our policy is to approve relocation of a franchisee's business on a case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

You do not have the right to establish additional franchised outlets unless you sign an Area Development Agreement ("ADA") in the form attached as Exhibit C to this disclosure document. If you and we sign an ADA, then you will have the right to establish a mutually-agreed number of additional outlets on a mutually-agreed schedule. Under the ADA, your right to develop additional outlets is subject to (1) you must comply with the mutually-agreed development schedule, (2) you must have sufficient financial and organizational capacity to develop, open, operate, and manage each additional IFixScreens.com business, (3) you must be in compliance with all brand requirements at your open IFixScreens.com business(es), and (4) you must not be in default under any other agreement with us. We will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. You are not obligated to develop additional outlets under the ADA, and you may terminate it any time without penalty. If you do not meet your development schedule in the ADA, we have the right to terminate your right to develop additional outlets.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Protected Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We grant you a protected Territory. In your territory, we will not establish an IFixScreens.com outlet, nor license or franchise another party to establish an IFixScreens.com outlet. There are no circumstances that permit us to modify your territorial rights. You do not have exclusivity to the customers in your Territory. Other IFixScreens.com Franchisees are not permitted to market directly to customers within your Territory, but they are able to accept direct referrals to customers located in your Territory.

If you sign an ADA, you do not receive an exclusive territory as an area developer. Therefore, with respect to an ADA, we make the following disclosure: 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.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We expressly reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, provided that all marketing and advertising strictly complies with our brand standards and receives our prior written approval.

Rights We Retain

Under the Franchise Agreement, we and our affiliates retain all the rights that are not expressly granted to you. Among the rights that we expressly retain are the following (the following list is only for purposes of illustration and is not meant to limit our rights):

(1) We may own, acquire, establish, and/or operate and license others to establish and operate businesses, including IFixScreens.com businesses operating under the trademarks and the System selling the Products at any location outside your Territory regardless of their proximity to, or potential impact on, your Territory or IFixScreens.com business.

(2) We may serve (or authorize other franchisees to serve) customers in the Territory if you are in default, or if you are incapable of meeting customer demand in the Territory as determined by us in our sole and absolute discretion

(3) We may serve (or authorize other franchisees to serve) a particular customer in the Territory if you fail to serve such customer properly, or if we reasonably believe that you will not properly serve such customer.

(4) We may establish and license others to establish and operate IFixScreens.com businesses outside the Territory.

(5) We may operate and license others to operate businesses anywhere that do not operate under the IFixScreens.com brand name.

(6) We may be acquired (regardless of the form of transaction) by a business identical or similar to IFixScreens.com, even if the other business operates, franchises and/or licenses competitive businesses within your Territory.

(7) We may engage in any other business activities not expressly prohibited by the Franchise Agreement, both within and outside your Territory.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates currently operates, franchises, or has definitive plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so in the future.

Item 13
TRADEMARKS

Pursuant to the terms of the Franchise Agreement, we will grant you the non-exclusive right and license to utilize the “IFixScreens.com” trademark and those other marks identified in this Item 13 to operate your IFixScreens.com Business in accordance with the System.

We expressly reserve the right to supplement and modify the Marks that you may or may not use in connection with the operations of your IFixScreens.com Business. You may only use the Marks in the manner authorized by us in writing and pursuant to the terms of the franchise agreement. You may not use Marks in connection with the name of your corporation, limited liability company or other corporate entity that you may establish in connection with the operations of your IFixScreens.com Business.

Our Affiliate, I-Fix-Screens.Com, has granted us a license to use and sublicense to use the below Marks. The term of the license is for 99 years. The Franchise Agreement may be terminated if we take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if we wind up, sell, consolidate or merge our business, or if we breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Within the Franchise Agreement, the term “Marks” includes any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or later adopted by I-Fix-Screens.com that are used in connection with the System. This Franchise Agreement licensed to us any future trademarks acquired by I-Fix-Screens.com as well. In the event that I-Fix-Screens.com terminates our Agreement with them, they must honor all franchise agreements, including the right to renew. No other agreements significantly limit our right to use or license the use of our marks.

As of the Issuance Date, our Affiliate, I-Fix-Screens.com has registered the following marks on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”):

Trademark	Registration Date	Registration Number
IFixScreens.com	Registered: 6/09/2015 Renewed: 6/23/2021	4751979
	Registered: 4/12/2022	6697394

Trademark	Registration Date	Registration Number
ifixScreens.com	Registered: 11/17/2015 Renewed: 5/18/2021	4854747

Our affiliate has filed all affidavits required for our principal trademarks.

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court. We have no pending infringement, opposition or cancellation proceeding or pending material federal or state court litigation regarding our use or ownership rights in a trademark. We have no actual knowledge of any superior prior rights or infringing uses which could materially affect your use of such marks.

If any administrative or judicial proceeding arises from a claim or challenge to your use of any of our marks, you must immediately notify us, and we may take any such action as we deem appropriate in order to preserve and protect the ownership, identity and validity of the marks. We are only obligated to defend you from any claims arising from your use of our primary marks. If we decide to modify or discontinue the use of any mark and/or use one or more additional or substitute marks, you will be responsible for the tangible costs (such as replacing signs and materials) associated with such a change. We are not required to reimburse you for any costs you incur in relation to any change or substitution, such as the cost of changing stationery or signage, and have no obligation or liability to you as a result of any change or substitution.

You are required to immediately notify us of any use of, or claims of rights to, a mark identical to or confusingly similar to our marks. We have the right, but not the obligation, to bring any action against any third party using such a similar mark. You are required to participate in any such action we bring against a third party at your own expense. We have the right to control any such litigation or administrative proceedings, including any settlement.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, any patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, irrespective of whether we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your IFixScreens.com outlet.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We have no actual knowledge of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and other non-public data generated by your business is deemed confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your IFixScreens.com business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your IFixScreens.com outlet. We may require your managers and key employees to sign confidentiality agreements.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your IFixScreens.com business that you conceive or develop. All such innovations will automatically become our property, and we will reserve the right to incorporate any such innovations into our system for use by all franchisees, without any obligation to provide compensation to you.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You must devote substantial time and attention to your business.

You must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager (and other key employees that we reasonably designate) sign a confidentiality and non-compete agreement. We will not require you to enter into a confidentiality and non-compete agreement that violates applicable state law. We do not require you to place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must only offer the products and services that we authorize. You may not offer or sell products or services not authorized by us. You must offer all goods and services that we designate for your IFixScreens.com outlet. We may also periodically set maximum or minimum prices for services and products that your IFixScreens.com outlet offers. We may periodically change the required and/or authorized products and services, and there are no limits on our right to do so. You must promptly implement these changes and must immediately discontinue selling any products or services that we at any time decide to disapprove in writing. Items 8, 9 and 12, as well as the Manual, provide additional information regarding your specific obligations and limitations.

You must use your IFixScreens.com outlet premises exclusively for operation of a IFixScreens.com outlet and for no other unrelated purpose. You may not offer for sale or sell products or services related to the IFixScreens.com outlet through alternative channels of distribution, such as the Internet. You must discontinue selling and offering for sale any services or products that we at any time decide to disapprove in writing.

There are no other limitations imposed by us on the persons to whom a franchisee may provide goods and services, except those imposed by the nature of the system itself.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	The term of the franchise agreement is 10 years from date of signing.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for up to two additional 5 year terms.
c. Requirements for franchisee to renew or extend	§ 3.2	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5 year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal

Provision	Section in franchise or other agreement	Summary
		agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term.
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	§ 14.2	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of

Provision	Section in franchise or other agreement	Summary
		transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval, which will not be unreasonably denied.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 14.6	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your business.
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years following the termination or expiration of the franchise agreement, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory or the territory of any other

Provision	Section in franchise or other agreement	Summary
		IFixScreens.com business operating on the date of termination.
s. Modification of the agreement	§ 18.4	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Monroe, GA), subject to applicable state law.
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Monroe, GA) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	(subject to applicable state law).

Provision	Section in development agreement	Summary
a. Length of the franchise term	§ 6	Length of Development Schedule.

b.	Renewal or extension of the term	§ 5	After all IFixScreens.com outlets have been developed, the Development Agreement will expire, and we may negotiate in good faith another Area Development Agreement.
c.	Requirements for franchisee to renew or extend	Not applicable.	Not applicable.
d.	Termination by franchisee	Not applicable.	The Agreement does not provide for this, but you may seek to terminate on any grounds available to you at law.
e.	Termination by franchisor without cause	Not applicable.	Not applicable.
f.	Termination by franchisor with cause	§ 9	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement, or any other agreement with us, if you commit any one of several listed violations.
g.	"Cause" defined--curable defaults	§ 9.2	If you use the Marks or System without our consent; participating in a Competitive Business; failure to pay money to us when due; you begin developing a IFixScreens.com outlet before all of your pre-development obligations are met; failure to obtain our consent when required; you open any IFixScreens.com outlet before a Franchise Agreement for that IFixScreens.com outlet has been signed by us and all fees have been paid.
h.	"Cause" defined--non-curable defaults	§ 9.1	Failure to meet your development schedule; failure to comply with applicable laws; if all of your IFixScreens.com outlets stop operating; unauthorized transfer; you make a material misrepresentation to us; conviction by you or your owners of an indictable offense; bankruptcy or insolvency; if a Franchise Agreement with us is terminated according to its terms (this is a cross-default provision).
i.	Developer's obligations on termination/non-renewal	§ 10	You must stop selecting sites for IFixScreens.com outlets, and you may not open any more IFixScreens.com outlets.
j.	Assignment of contract by franchisor	§ 11.1	No restriction on our right to assign.
k.	"Transfer" by Developer--definition	§ 11.2	Includes transfer of any interest in the Area Development Agreement.

l. Franchisor approval of transfer by developer	§ 11.2	You may not transfer the area Development Agreement or any rights to the Development Territory.
m. Conditions for franchisor approval of transfer	§ 11.2	You may not transfer the area Development Agreement or any rights to the Development Territory.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable.	Not applicable.
o. Franchisor's option to purchase developer's business	Not applicable.	Not applicable.
p. Death or disability of developer	Not applicable.	Not applicable.
q. Non-competition covenants during the term of the franchise	§ 12.1	Can't divert business or operate a Competitive Business anywhere. (Subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	§ 12.2	No participation in a Competitive Business for two years and within 5 miles of any IFixScreens.com outlet in the System. (Subject to state law).
s. Modification of the agreement	§ 18	No modifications except by mutual written agreement of the parties.
t. Integration/merger clause	§ 18	Only the terms of the Area Development Agreement are binding (subject to state law).
u. Dispute resolution by arbitration or mediation	§ 19	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Monroe, GA), subject to applicable state law.
v. Choice of forum	§ 19.3	Except for certain claims, all disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Monroe, GA), subject to applicable state law.
w. Choice of law	§ 19.4	Georgia law applies, subject to applicable state law.

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Background

Our Affiliate, MF Mobile Repair, LLC (our "Affiliate") operates 6 businesses similar to the IFixScreens.com business offered pursuant to this Franchise Disclosure Document. These businesses trade as "IFixScreens.com".

Bases

During the 2022 calendar year, we had 7 affiliate-owned IFixScreens.com locations. During the 2023 calendar year, we had 6 affiliate-owned IFixScreens.com locations. All affiliate owned locations operated in a manner that is reasonably similar to that of a franchisee-owned IFixScreens.com business. These Affiliate owned IFixScreens.com locations (the "Affiliate Representative Units") are as follows:

Address	Year Opened
631 Old Country RD, Riverhead, NY 11901	2013
700-41 E Patchogue Yaphank RD, Medford, NY 11763	2014
3015 Astoria Blvd, Astoria, NY 11102	2015
203 Centereach Mall, Centereach, NY 11720	2015
680-707 Old Country RD, Unit # 12, Dix Hills, NY 11746	2016
3207 Middle Country Road, Lake Grove, NY 11755	2019
271-11 RT 25A, Mount Sinai, NY 11766	2014

*Note: The Mount Sinai Affiliate Representative Unit was sold in October 2022.

The combined Gross Sales performance of the 7 Affiliate Representative Units for the fiscal year ending December 31, 2022:

Ranking	Total Locations	Gross Sales (Average)	Gross Sales (Low)	Gross Sales (High)	Gross Sales (Median)	# and % of Locations at or above Average
Top 1/3	2	$304,250.95	$272,007.04	$336,494.85	$304,250.95	1 (50%)

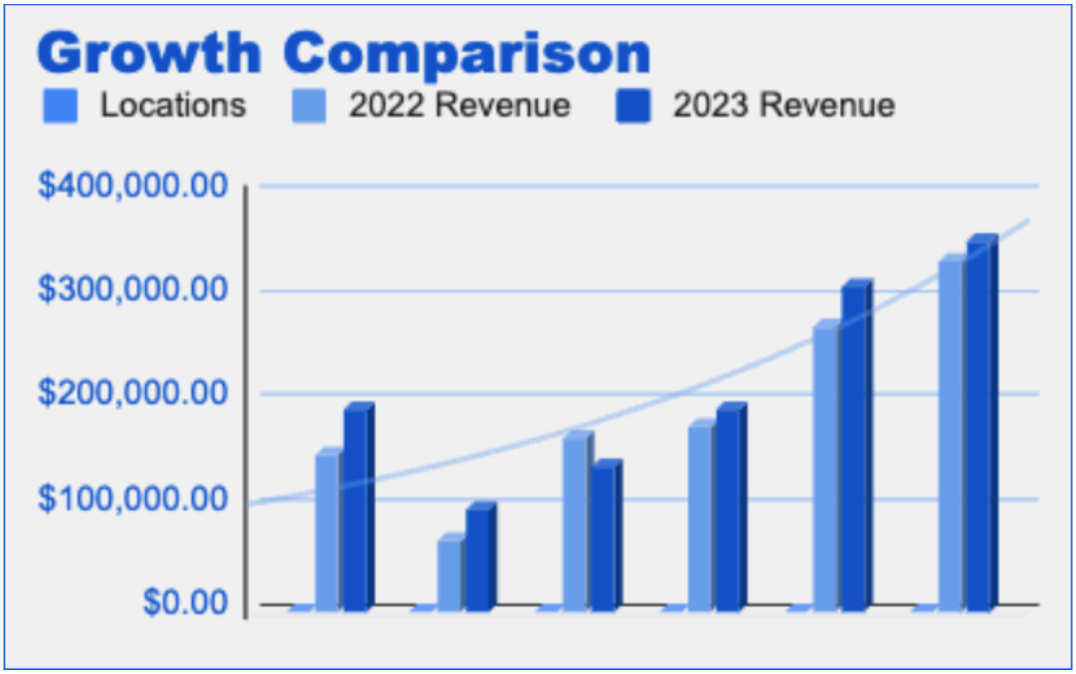
Middle 1/3	3	$164,607.31	$149,396.72	$176,664.96	$167,760.24	2 (67%)
Bottom 1/3	2	$93,272.88	$70,288.33	$116,257.43	$93,272.88	1 (50%)

The combined Gross Sales performance of the 6 Affiliate Representative Units for the fiscal year ending December 31, 2023:

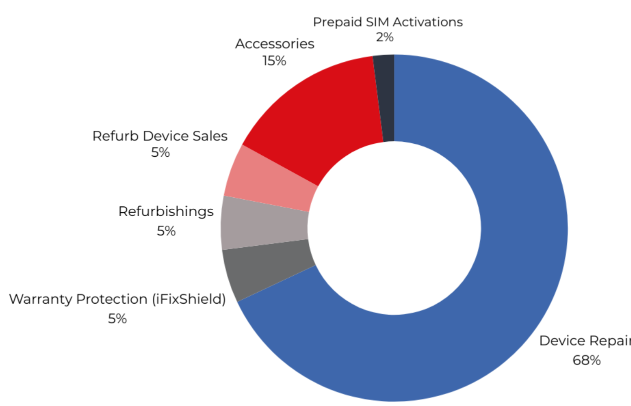
Ranking	Total Locations	Gross Sales (Average)	Gross Sales (Low)	Gross Sales (High)	Gross Sales (Median)	# and % of Locations at or above Average
Top 1/3	2	$332,940.2	$310,844.92	$355,035.47	$332,940.20	1 (50%)
Middle 1/3	2	$194,157.89	$193,016.35	$195,299.43	$194,157.89	2 (67%)
Bottom 1/3	2	$119,679.40	$99,286.30	$140,072.49	$119,679.40	1 (50%)

A comparison of the 6 Affiliate Representative Units that were open as of December 31, 2023 for the fiscal years ending December 31, 2022 and December 31, 2023 is illustrated in the table and chart below:

Unit	2022	2023	Growth
1	$336,494.85	$355,035.47	5.22%
2	$272,007.04	$310,844.92	12.49%
3	$176,664.96	$193,016.35	8.47%
4	$167,760.24	$140,072.49	-19.77%
5	$70,288.33	$99,286.30	29.21%
6	$149,396.72	$195,299.43	23.50%



The below chart illustrates the allocation of revenue for services provided to customers of the 6 Affiliate Representative Units that were open as of December 31, 2023 for the 2023 calendar year.



The below table illustrates the typical invoice amount per sale for each of the 7 Affiliate Representative Units for the fiscal year ending December 31, 2022:

Ranking	Total Locations	Invoice Amount (Average)	Invoice Amount (Low)	Invoice Amount (High)	Invoice Amount (Median)	# and % of Locations at or above Average
Top 1/3	2	$256.91	$238.23	$275.59	$256.91	1 (50%)
Middle 1/3	3	$203.58	$186.61	$232.09	$192.03	1 (33%)
Bottom 1/3	2	$183.53	$183.52	$183.53	$183.53	1 (50%)

The below table illustrates the typical invoice amount per sale for each of the 6 Affiliate Representative Units for the fiscal year ending December 31, 2023:

Ranking	Total Locations	Invoice Amount (Average)	Invoice Amount (Low)	Invoice Amount (High)	Invoice Amount (Median)	# and % of Locations at or above Average
Top 1/3	2	$253.34	$237.11	$269.58	$253.34	1 (50%)
Middle 1/3	2	$202.60	$191.29	$213.91	$191.29	1 (50%)
Bottom 1/3	2	$188.10	$180.85	$195.36	$180.85	1 (50%)

The below table illustrates the number of repairs per day for each of the 7 Affiliate Representative Units for the fiscal year ending December 31, 2022.

Ranking	Total Locations	Number of Daily Repairs (Average)	Number of Daily Repairs (Low)	Number of Daily Repairs (High)	Number of Daily Repairs (Median)	# and % of Locations at or above Average

Top 1/3	2	3.33	3.26	3.40	3.33	1 (50%)
Middle 1/3	3	2.27	2.27	2.56	2.50	2 (67%)
Bottom 1/3	2	1.22	1.07	1.36	1.22	1 (50%)

The below table illustrates the number of repairs per day for each of the 6 Affiliate Representative Units for the fiscal year ending December 31, 2023.

Ranking	**Total Locations**	**Number of Daily Repairs (Average)**	**Number of Daily Repairs (Low)**	**Number of Daily Repairs (High)**	**Number of Daily Repairs (Median)**	**# and % of Locations at or above Average**
Top 1/3	2	3.66	3.65	3.67	3.66	1 (50%)
Middle 1/3	2	2.68	2.54	2.81	2.68	1 (50%)
Bottom 1/3	2	1.76	1.53	2.01	1.76	1 (50%)

General Notes

1. These results are unaudited.
2. These results represent sales of products and services similar to those that will be available to the franchisee to sell.

Written substantiation for these financial performance representations is available upon reasonable request.

Some outlets have sold or earned this amount. Your individual results may differ. There is no assurance that you will sell or earn as much.

Other than the preceding information, 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 IFixScreens.com, 1311 W Spring St, Suite B, Monroe, GA 30655 and (855) 462-4349 x5, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2021	7	7	0
	2022	7	6	-1
	2023	6	6	0
Total Outlets	2021	7	7	0
	2022	7	6	-1
	2023	6	6	0

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2023

State	Year	Number of Transfers
N/A	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

Table 3
Status of Franchised Outlets
For Years 2021 to 2023

State	Year	Outlets at the Start of the Year	Outlets Opened	Termi-Nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
N/A	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For Years 2021 to 2023

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
New York	2021	7	0	0	0	0	7
	2022	7	0	0	1	0	6
	2023	6	0	0	0	0	6
Totals	2021	7	0	0	0	0	7
	2022	7	0	0	1	0	6
	2023	6	0	0	0	0	6

Table 5
Projected Openings As Of December 31, 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	0	2	0
Georgia	0	2	0
South Carolina	0	2	0
Totals	0	6	0

Current Franchisees

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit H contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit F contains our unaudited financial statements as of October 31, 2024, and our audited financial statements for the fiscal year ending December 31, 2023. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement
C. Area Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Agreements

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677	Commissioner of Financial Protection and Innovation.
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	______________________________
2.	**Conversion**	_____ Yes _____ No
3.	**Initial Franchise Fee**	$____________
4.	**Development Area**	______________________________
5.	**Business Location**	______________________________
6.	**Territory**	______________________________
7.	**Opening Deadline**	____________________
8.	**Principal Executive**	____________________
9.	**Franchisee's Address**	______________________________________

FRANCHISE AGREEMENT

This Agreement is made between IFixScreens.com, a Wyoming Corporation ("Franchisor"), and the entity or individual named as the Franchisee, effective as of the date signed by both the Franchisor and the Franchisee (the "Effective Date").

Background Statement:

A. Franchisor and its affiliate(s) have created and own a system (the "System") for developing and operating a technology repair services business under the trade name "IFixScreens.com".

B. The System includes (1) methods, procedures, and standards for developing and operating a IFixScreens.com business, (2) plans, specifications, equipment, signage and trade dress for IFixScreens.com businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by Franchisor from time to time.

C. The parties desire that Franchisor license the Marks and the System to Franchisee for Franchisee to develop and operate a IFixScreens.com business on the terms and conditions of this Agreement.

ARTICLE 1. **DEFINITIONS**

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Franchisor.

"**Business**" means the technology repair services business owned by Franchisee and operated under the System and the Marks provided by Franchisor, as per this Agreement.

"**Competitor**" means any business, individual, or entity that offers similar technology repair services, specifically in the field of mobile technology device repair, irrespective of their geographical location or scale of operation.

"**Confidential Information**" includes, but is not limited to, all non-public information pertaining to the System, Franchisor, and any IFixScreens.com business, which remains the exclusive property of the Franchisor, regardless of whether such information is marked or identified as confidential. This includes all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how. Additionally, any information specifically designated as confidential by the Franchisor is also to be considered as "Confidential Information".

"**Conversion**" means an existing technology repair services business that has been in operation for at least two (2) years, meets our then-current qualifications for a franchisee, and that we approve to re-brand as an iFixScreens.com business.

"**Force Majeure**" means events beyond the reasonable control of the parties, including but not limited to (a) transportation shortages, inadequate supply of equipment, supplies, labor, material, or energy, or the voluntary forgoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any national, state, provincial, municipal or other government or any department or agency thereof; (b) compliance with any law, ruling, order, regulation, requirement, or instruction of any national, state, provincial, municipal or other government or any department or agency thereof; (c) acts of God; (d) acts of war or insurrection; (e) strikes, lockouts, boycotts, fire and other casualties; (f) pandemics or epidemics; or (g) any other similar event or cause; provided, however, force majeure shall not include Franchisee's lack of adequate financing, or any event or circumstance that could have been avoided or mitigated by the exercise of due diligence or reasonable care by the Franchisee. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance in whole or in part as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of amounts or fees thereafter, and as soon as performance is possible the non-performing party shall immediately resume performance. The ability to invoke this clause is conditioned upon delivery of written notice to the other party stating the basis for such invocation as soon as reasonably practical – in no event longer than ten (10) days – after learning of the basis. The party invoking this clause shall use reasonable efforts to limit damages to the other party.

"**Franchise Operations Manual**" means Franchisor's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, as issued by the Franchisor, which may be in any form or media.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit, and regardless of collection. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Franchisor's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Marks**" means the trade name and logo of IFixScreens.com, and all other trade names, trademarks, service marks, logos, and any other intellectual property specified by Franchisor from time to time for use in an IFixScreens.com business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new IFixScreens.com business.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Franchisor requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Franchisor, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) direct or indirect ownership interest of more than 25% of the Business, or (iv) control of the Business by the Franchisee or any Owner.

ARTICLE 2. **GRANT OF LICENSE**

2.1 Grant. Franchisor grants to Franchisee the right to operate an IFixScreens.com business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a IFixScreens.com business at the Location for the entire term of this Agreement.

2.2 Protected Territory.

(a) Limitation. Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory. Any marketing or solicitation that incidentally reaches potential customers outside of the Territory must be promptly reported to the Franchisor.

(b) Service. Franchisee shall not serve customers outside of the Territory without Franchisor's prior written permission. Franchisor may withdraw permission at any time.

(c) Territory. Franchisor shall not establish, nor license the establishment of, another IFixScreens.com business within the Territory or which serves customers located in the Territory. However, Franchisor retains the right to:

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in Franchisor's reasonable opinion);

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to serve such customer properly, or if Franchisor reasonably believes that Franchisee will not properly serve such customer;

(iii) establish and license others to establish and operate IFixScreens.com businesses outside the Territory;

(iv) operate and license others to operate businesses anywhere that do not operate under the IFixScreens.com brand name;

(v) sell and license others to sell IFixScreens.com products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through an IFixScreens.com outlet in the Territory, and are different from the products and services provided by Franchisee.

(d) Policies. Franchisor may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and Franchisor may waive or modify such policies in any circumstance as Franchisor determines.

(e) Referrals. Franchisor may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one IFixScreens.com business to another. Franchisor may waive or modify such policies in any circumstance as Franchisor determines.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each Owner, officer and director of Franchisee, and (ii) describes the nature and extent of each Owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Franchisor within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least ten percent (10%) ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Franchisor's reasonable approval.

2.5 Guarantee of Performance.

(a) All of your Owners shall jointly and severally personally guarantee your payment and performance under this Agreement and personally bind themselves to the terms of this Agreement pursuant to the attached Guarantee, Indemnification and Acknowledgement ("Guarantee"). Unless you are a publicly held entity, all of your officers, directors, limited liability company managers shall jointly and severally guarantee your payment and performance under this Agreement and bind themselves to the terms of this Agreement pursuant to the attached Guarantee (Attachment 2), without exception. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to waive the requirement that some or all of the previously described individuals sign the attached Guarantee. We also reserve the right to require any guarantor to provide personal financial statements to us from time to time.

(b) With respect to your Owners, you acknowledge that, unless otherwise agreed to in writing by us, it is our intent to have individuals (and not corporations, limited liability companies or other entities) sign the Guarantee. Accordingly, if any Owner is not an individual, we shall have the right to require individuals who have only an indirect ownership interest in you to sign the Guarantee. (By way of example, if an Owner is a corporation, we have the right to require individuals who have an ownership interest in that corporation to sign the Guarantee.)

2.6 No Conflict. Franchisee represents to Franchisor that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order, and (iv) have not been involved in any criminal activities or illegal business practices.

ARTICLE 3. **TERM**

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a term of ten (10) years, unless earlier terminated in accordance with the provisions set forth herein.

3.2 Successor Agreement. Upon the expiration of the term of this Agreement, Franchisee may enter into a successor agreement for up to two (2) additional periods of five (5) years each(each a "Renewal Term"), provided that the Franchisee is in full compliance with the terms of this Agreement and the Franchisor agrees to the renewal. The qualifications and conditions for the first Renewal Term are described below. The qualifications and conditions for the second Renewal

Term will be described in the form of renewal franchise agreement signed upon the expiration of this Agreement.

3.3 Conditions for a Renewal Term. In order to be eligible for a Renewal Term, you must meet the following conditions:

(i) You must give us written notice of your election to remain a franchisee for the first Renewal Term between ninety (90) and one hundred eighty (180) days prior to the end of the term of this Agreement;

(ii) You must not be in default under this Agreement or any other agreements with us and/or our affiliates; you must not be in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Franchised Business; you must not be in default beyond the applicable cure period with any vendor or supplier to the Franchised Business; and, for the twelve (12) months before the date of your renewal notice and the twelve (12) months before the expiration of the Initial Term, you must not have been in default beyond the applicable cure period under this Agreement or any other agreements with us and/or our affiliates;

(iii) You must make the capital expenditures required to renovate and modernize the Franchised Business to conform to the interior and exterior designs, décor, color schemes, furnishings and equipment and presentation of the Marks consistent with the image of the System for the new IFixScreens.com businesses at the time you provide the renewal notice, including such structural changes, remodeling, redecoration and modifications to existing improvements as may be necessary to do so;

(iv) You must present satisfactory evidence to us that you have the right to remain in possession of the Premises, or other premises acceptable to us, for the Renewal Term and all monetary obligations owed to your landlord, if any, must be current;

(v) You must be operating the Franchised Business in full compliance with all federal, state and local laws and regulations and you must demonstrate that you are able to maintain all licenses and permits necessary to continue to operate the Franchised Business for the Renewal Term;

(vi) Franchisee and each Owner executes a general release (on Franchisor's then-standard form) of any and all claims against Franchisor, its affiliates, and their respective owners, officers, directors, agents and employees; and

(vii) You pay us a renewal fee at least fifteen (15) days prior to the expiration of the Term of this Agreement in an amount equal to five thousand dollars ($5,000) (the "Renewal Fee").

Your failure to sign the renewal franchise agreement and general release and return these documents to us with the Renewal Fee prior to the expiration of the Initial Term will be deemed an election by you not to exercise your right to remain a franchisee for the Renewal Term and will result in the expiration of this Agreement and the franchise granted by this Agreement at the end of the Initial Term.

ARTICLE 4. **FEES**

4.1 Initial Franchise Fee. Except as otherwise provided in any Area Development Agreement ("ADA") or as may be amended by the Conversion Addendum between you and us, you agree to pay us, upon execution of this Agreement, a nonrecurring and non-refundable initial franchise fee ("Initial Franchise Fee") in the amount stated on the Summary Page. This initial franchise fee is not refundable, except as provided in Article 6.4. If you execute this Agreement pursuant to an ADA between us and you or your affiliate, the development fee paid to us in connection with the execution of such ADA will be applied in full satisfaction (for the first IFixScreens.com business) of the Initial Franchise Fee as set forth in the ADA.

4.2 Royalty Fee. Franchisee shall pay Franchisor a bi-weekly royalty fee (the "Royalty Fee") equal to 7% of Gross Sales. The Royalty Fee is due Bi Weekly, on the 5th and 20th of each month. The total Royalties due will be based on the Gross Sales generated from the previous two week period.

The Royalty Fees due on the 5th will be based on the Gross Sales generated from the 1st of the month through the 15th of the month.

The Royalty Fees due on the 20th will be based on the Gross Sales generated from the 16th of the month through the end of the month.

4.3 Websale Order Fee. Franchisor shall fulfill all orders made through the System Website. If any order is made through the System Website for services to be rendered within Franchisee's Territory, Franchisor shall retain the Royalty Fee from all amounts paid by the customer plus a five percent (5%) administrative fee. The remaining amount shall be paid by Franchisor to Franchisee or, upon agreement by Franchisee, credited towards Franchisee's Royalty Fee due.

4.4 Marketing Contributions.

(a) Core Marketing Plan Fee. Franchisee shall pay a monthly Core Marketing Plan Fee (the "Core Marketing Plan Fee") equal to two hundred fifty dollars ($250) per month on the 5th of each month. Franchisor reserves the right to increase this fee up to five hundred dollars ($500) per month with thirty (30) days written notice. The Franchisor shall use the Core Marketing Plan Fee to perform necessary marketing, search engine optimization and other System related updates and ongoing maintenance to the System website as Franchisor determines necessary in Franchisor's sole opinion.

(b) Brand Fund Contribution. Franchisee shall pay Franchisor a contribution to the Brand Fund (the "Brand Fund Contribution") equal to one percent (1%) of Franchisee's Gross Sales (or such lesser amount as VetCor Franchising determines). The Brand Fund Contribution will be paid at the same time the Royalty Fee.

(c) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative, not to exceed 5%. Cooperative contributions will be credited towards your Local Advertising, and will not exceed the Local Advertising, unless a majority of the Cooperative's members vote to spend an amount greater than the Local Advertising on advertising. The Market Cooperative Contribution will be paid at the same time the Royalty Fee.

4.5 Technology Fee. During the Term, Franchisee shall pay Franchisor a monthly Technology Fee on or before the 5th of each month in the manner described herein (the "Technology Fee"). As of the date of this Franchise Agreement, the Technology Fee is three hundred fifty dollars ($350) per month. Franchisor reserves the right to increase the Technology Fee as needed, in its sole discretion, upon thirty (30) days written notice to Franchisee. This Fee will be paid to The Franchisor for certain technology services and support.

4.6 Replacement/Additional Training Fee. If Franchisee sends an employee to Franchisor's training program after opening, Franchisor may charge its then-current training fee. As of the date of this Agreement, the training fee is two hundred dollars ($200) per day.

4.7 Third Party Vendors. If Franchisor requires Franchisee to use a designated third-party vendor, Franchisor has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If Franchisor does so, it may impose a reasonable markup or charge for administering the payment program.

4.8 Non-Compliance Fee. In the event you are, at any time during the term of this Agreement, found to not be in compliance with the terms hereof and/or the System Standards or this Agreement, you agree to pay to us one hundred dollars ($100) the first time you are found to not be in-compliance with the System; two hundred fifty dollars ($250) for the second time you are found to not be in-compliance with the System; and five hundred dollars ($500) for the third and any subsequent times you are found to not be in-compliance with the System. If your non-compliance is monetary in nature, we reserve the right to notify your credit union or other banking institution that issued a loan or line of credit for the Franchised Business of your failure to comply with this Agreement. You agree that such fee and banking notification is in addition to any other rights or remedies we may have under this Agreement or at law.

We reserve the right, but not the obligation, to grant you the opportunity to cure the non-compliance prior to imposing the Non-Compliance Fee. We have the right to require any form of verification to determine non-compliance, with or without cause, including but not limited to documentation, photos, video tours, etc. and that you shall be required to furnish such verification within seventy-two (72) hours of our request. We have the right to make personal visits without notice to your Franchised Business.

4.9 Reimbursement. Franchisor may, at its sole discretion, pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Franchisor does so or intends to do so, Franchisee shall pay such amount plus a ten percent (10%) administrative charge to Franchisor within fifteen (15) days after invoice by Franchisor accompanied by reasonable documentation.

4.10 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Fee, Core Marketing Plan fee, and any other amounts owed to Franchisor by pre-authorized bank draft or in such other manner as Franchisor may require, without delay or exception. Franchisee shall comply with Franchisor's payment instructions.

(b) Calculation of Fees. Franchisee acknowledges that Franchisor has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to eighteen percent (18%) per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Franchisor may charge thirty dollars ($30) for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law). This provision does not permit or excuse late payments. You agree that such fee is in addition to any other rights or remedies we may have under this Agreement or at law.

(e) Costs of Collection. You must pay to us on demand any and all collection costs and expenses (including costs and commissions due a collection agency, costs incurred in creating or replicating reports demonstrating Gross Revenue of the Franchised Business, reasonable attorneys' fees, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing) incurred by us in enforcing the terms of this Agreement, including in collecting any monies owed by you to us.

(f) Application. may apply any payment received from Franchisee to any obligation and in any order as Franchisor may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Franchisor any fees or amounts described in this Agreement are not dependent on Franchisor's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without any offset, deduction, or withholding unless required by law.

(h) Partial Payments. No payment by you or acceptance by us of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Your payment of a lesser amount than due with an endorsement, statement or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect, and we may accept the partial payment without prejudice to any rights or remedies we may have against you. Acceptance of payments by us other than as set forth in this Agreement shall not constitute a waiver of our right to demand payment in accordance with the requirements of this Agreement or a waiver by us of any other remedies or rights available to us pursuant to this Agreement or under applicable law. Notwithstanding any designation by you, we shall have sole discretion to apply any payments by you to any of your past due indebtedness for Royalty Fees, Brand Fund Contributions, and other fees or purchases from us or our affiliates, interest or any other indebtedness. We have the right to accept payment from any other entity as payment by you. Acceptance of that payment by us will not result in that other entity being substituted for you.

ARTICLE 5. **ASSISTANCE**

5.1 Operating Manual. We will provide to you, for use in operating the Franchised Business during the term of this Agreement, one copy (or access to an electronic copy) of our franchise operations manual ("Franchise Operations Manual"), which might include audiotapes, videotapes, computer disks, compact discs and/or written materials. We may provide the Franchise Operations Manual in hard copy format or electronic format, such as USB drive or a password-protected Website. You agree to develop and operate the Franchised Business pursuant to this Agreement and the Franchise Operations Manual, including all directives, requirements, standards, methods of operations, systems and any and all modifications, additions, deletions and changes made to the Franchise Operations Manual from time to time during the term of this Agreement (collectively, "System Standards"), however communicated including, but not limited to intranet system, email, fax, video, verbal or mail. You agree to promptly accept and comply with any such addition, subtraction, revision, modification or change and to make such reasonable expenditures as may be necessary to comply at your sole cost. The Non-Compliance Fee described in Article 4.6 shall apply to this Article 5.1 if you fail to implement the changes. You agree to keep your copy of the Franchise Operations Manual current and in a secure location at the Franchised Business. If there is a dispute over the contents of the Franchise Operations Manual, the master copy of the Franchise Operations Manual at our office controls. You agree that the contents of the Franchise Operations Manual are confidential and that you will not disclose the Franchise Operations Manual to any person other than Franchised Business employees and/or independent professionals who need to know its contents. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Franchise Operations Manual. In the event you require a replacement copy of the Franchise Operations Manual, if a hard copy of the Franchise Operations Manual was provided to you, you agree to pay our then-current replacement fee for the replacement volume of the Franchise Operations Manual.

5.2 Assistance in Hiring Employees. Franchisor shall provide its recommended staffing levels to Franchisee. Franchisor shall provide recommended guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility. Franchisee acknowledges and understands that Franchisor's suggested staffing levels and guidelines for hiring employees are only suggestions and that Franchisee is responsible for ensuring that it's employment practices comply with federal, state and local laws.

5.3 Assistance in Training Employees. Franchisor shall, at its sole discretion, provide programs for Franchisee to conduct training of new employees.

5.4 Pre-Opening Assistance.

(a) <u>Pre-Opening Specifications and Vendors</u>. To the extent not included in the Franchise Operations Manual, Franchisor shall provide Franchisee with (i) applicable System Standards and other specifications as Franchisor deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) Franchisor's lists of Approved Vendors and/or Required Vendors.

(b) Business Plan Review. If requested by Franchisee, Franchisor shall review and advise on Franchisee's pre-opening business plan and financial projections. Franchisee acknowledges that Franchisor accepts no responsibility for the performance of the Business.

(c) Pre-Opening Training. Franchisor shall make available its standard pre-opening training to the Principal Executive and up to three (3) other employees, at Franchisor's headquarters. Franchisor shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. Franchisor reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(d) On-Site Opening Assistance. Franchisor shall provide a representative to support Franchisee's business opening with at least 3 days of onsite opening training and assistance, at Franchisor's expense.

(e) Grand Opening. Franchisor shall collect the Grand Opening Marketing Fee and perform grand opening marketing on Franchisee's behalf.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Franchisor shall provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Franchisor deems reasonable. If Franchisor provides in-person support in response to Franchisee's request, Franchisor may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, Franchisor shall provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. Franchisor shall provide Franchisee with Franchisor's recommended administrative, bookkeeping, accounting, and inventory control procedures. may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Franchisor shall manage the Brand Fund in accordance with the terms and conditions set forth in this Agreement.

(e) Internet. Franchisor shall maintain a website for IFixScreens.com, which will include Franchisee's location (or Territory) and telephone number. Franchisee is not permitted to design, host or promote a separate website that promotes the Business without the prior written consent of the Franchisor. In addition, Franchisor shall have the right, but not the obligation to pre-approve all social media accounts and postings.

ARTICLE 6. **LOCATION, DEVELOPMENT, AND OPENING**

6.1 Determining Location and Territory. Franchisee is solely responsible for selecting the Location. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisee shall submit its proposed Location to Franchisor for acceptance, with all related information and documents Franchisor may request. If Franchisor does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When Franchisor accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If Franchisor fails to state the Territory in writing before Franchisee opens the Business to the public, the Territory will be deemed to be the zip codes which immediately surround the location of the IFixScreens.com outlet and comprise 50,000 population.

(iii) Franchisor's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and Franchisor has no liability to Franchisee with respect to the location of the Business.

6.2 Lease. We have the right, but not the obligation, to review the terms of the Lease for the Premises before you sign the Lease. The Lease must: (1) in form and substance, be satisfactory to us; (2) be for an aggregate term of (at least) five (5) years in a combination of initial and renewal terms; (3) contain terms and conditions and payments that are commercially reasonable in our opinion; and (4) include any other provisions as we may require from time to time. The Lease shall not contain any covenants or other obligations that would prevent you from performing your obligations under this Agreement. You acknowledge that our review of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a IFixScreens.com's business operated at the Premises. Our review will indicate only whether we believe that the terms of the Lease meet our then-acceptable criteria.

6.3 Development.

(i) You assume all cost, liability and expense for developing, constructing and equipping the Franchised Business. We may furnish to you prototypical plans and specifications for a IFixScreens.com business, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, security, furnishings, and color scheme. It shall be your responsibility to have prepared all required construction plans and specifications to suit the shape, dimensions and utility requirements of the Premises, and you must ensure that these plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You shall use only registered architects, registered engineers, and professional and licensed contractors (who are reasonably acceptable to us).

(ii) Prior to submission to local authorities, you shall submit proposed construction plans, specifications and drawings for the Franchised Business ("Plans") to us and shall, upon our request, submit all revised or "as built" Plans during the course of such construction. We will approve or reject the Plans and notify you within thirty (30) days after we receive the Plans. Once we have approved the Plans, no substantial change shall be made to the Plans without our prior approval. If, in the course of construction, any such change in the Plans is contemplated, our approval must first be obtained before proceeding. We shall approve or reject Plan changes within ten (10) business days after receipt. We shall not unreasonably withhold our approval of the Plans or revisions to the Plans.

(iii) You are prohibited from beginning site preparation or construction prior to receiving written notification from us that we have approved the Plans, and you, we, and your general contractor have met to review the proposed construction process. You must construct the Franchised Business in accordance with Plans approved by us and must comply in all respects with applicable laws, ordinances and local rules and regulations. You may not open the Franchised Business if construction has not been performed in substantial compliance with Plans approved by us, and we may terminate this Agreement if such non-compliance is not cured within a commercially reasonable amount of time. Once construction has commenced, it shall continue uninterrupted, except for interruption by reason of events constituting Force Majeure, until completed.

6.4 Acquisition of Necessary Furnishings, Fixtures and Equipment.

(i) You agree to use in the development and operation of the Franchised Business only the fixtures, furnishings, décor items, supplies, equipment, and signs that we have approved for IFixScreens.com's businesses as meeting our specifications and standards for quality, design, appearance, function, and performance. You further agree to place or display at the interior and exterior of the Franchised Business only those signs, décor items, emblems, lettering, logos and display materials that we approve in writing from time to time.

(ii) You must purchase or lease approved brands, types or models of fixtures, furnishings, equipment, supplies and signs only from suppliers designated or approved by us in writing, which may include us or our affiliates. If you propose to purchase, lease or otherwise use any items which have not been approved by us, you must first notify us in writing and, at your sole expense, submit to us upon our request sufficient specifications, photographs, drawings and/or other information or samples for a determination as to whether those items comply with our specifications and standards. We will, in our sole discretion, approve or reject the items and notify you within thirty (30) days after we receive the request.

6.5 Training.

(i) <u>Initial Training Program</u>. Before you open your Franchised Business, your Principal Executive must attend and successfully complete our Initial Training Program. You may also bring your Manager to the Initial Training Program at no additional cost. We will hold the Initial Training Program at our corporate offices and/or at an operating IFixScreens.com business. The Initial Training Program is broken into two phases. Phase I takes up to five (5) days to complete. Phase II will take up to two weeks to complete. A total of up to three (3) people may attend training with no additional fees and is included.

We have the right to reduce or extend the duration or content of the Initial Training Program for any trainee based on our assessment of their skill level. After opening the Franchised Business, any employee of yours who assumes a manager position or technician must, within thirty (30) days after assuming such position, attend and successfully complete our Initial Training Program (both

Phase I & II). You will be required to pay our tuition fee for training a replacement Managing Owner in the amount of Five Hundred Dollars ($500).

(ii) Training By You. If your Manager does not attend the Initial Training Program, your Principal Executive must conduct the Initial Training Program for your Manager using only training materials certified by us. Prior to and after the opening of the Franchised Business, your Principal Executive and/or your Manager shall conduct any additional initial and continuing training programs that we require for all other store employees in the operation of the Franchised Business. We have the right to review your training programs periodically to ensure their quality and to verify that your personnel are being trained in a timely and satisfactory manner. We will notify you of any deficiencies in the training programs and you must promptly cure the deficiencies. You will be responsible for all costs that you incur in training your managers and employees. If you need to send any of your personnel to our Initial Training Program, you must pay a tuition fee in the amount of Five Hundred Dollars ($500) per person attending the Initial Training Program.

(iii) Additional Training. After you open your Franchised Business:

a) Your managers that we reasonably designate must attend and complete, to our satisfaction, any additional training programs that we reasonably require from time to time. These additional training programs may include classroom training, web-based training and programs offered by third parties. We may require you to pay reasonable training fees for these programs (plus travel, meals and lodging expenses for our representatives, if we conduct the training at your Franchised Business).

b) Your Principal Executive, or your authorized representative pre-approved by us, also must attend a national business meeting or our annual reunion for up to three (3) days each year (“Annual Reunion”) in the event that we decide to host a national business meeting. You are responsible for paying any registration fee for the convention and the costs of travel and accommodations for your personnel. We will determine the topics and agenda for such Annual Reunion to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding operations and programs, and recognizing franchisees for their achievements. We require that your Principal Executive attend the Annual Reunion, and to pay our then-current registration fee if we choose to charge a registration fee in our sole discretion. All expenses, including your and your employees’ transportation to and from the Annual Reunion, lodging, meals, and salaries during the Annual Reunion, are your sole responsibility. We may use Brand Fund Contributions for purposes related to the Annual Reunion, including costs related to productions, programs, and materials. If your Principal Executive fails to attend the Annual Reunion and you fail to send an authorized representative without our prior written consent, you must pay us a fee of one thousand five hundred dollars ($1,500).

c) We periodically, as we deem appropriate, will advise and consult with you in connection with the operation of the Franchised Business. We may provide these services through visits by our representatives to the Franchised Business or your offices, the distribution of printed, filmed or electronic information, meetings or seminars, telephone communications, e-mail communications or other communications. We will periodically inspect the Franchised Business and its operations to assist your operations and ensure compliance with the System. At your request, we may provide special assistance at the Franchised Business for which you will be required to pay our per diem training fees and charges that we may establish from time to time.

6.6 Conditions to Opening. Franchisee shall notify Franchisor at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisor has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of Franchisor's required pre-opening training; and (7) Franchisor has given its written approval to open, which will not be unreasonably withheld.

6.7 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page. Failure to do so may result in the termination of this Agreement, subject to the Franchisor's sole discretion. However, if the delay in opening the Business is due to factors beyond the control of the Franchisee, such as natural disasters, government regulations, or other Force Majeure events, the Franchisor may, at its discretion, extend the opening date without terminating the Agreement.

6.8 Opening the Franchised Business. We will not authorize the opening of the Franchised Business until all of the following conditions have been met:

(i) We have determined that the Franchised Business has been constructed and/or renovated and equipped substantially in accordance with the requirements of this Agreement including the Plans;

(ii) You have obtained, provided copies to us, and maintain all required building, utility, sign, business and other certifications, permits and licenses applicable to the Franchised Business;

(iii) You have purchased or leased and installed all specified and required fixtures, equipment, furnishings and interior and exterior signs for the Franchised Business;

(iv) You have purchased the required computer and point of sale systems and they are operational;

(v) You have purchased an opening inventory of Merchandise for the Franchised Business from Designated Suppliers and other authorized and approved products, materials, and supplies from our Approved Suppliers;

(vi) You have set the Franchised Business according to our merchandising guidelines contained in the Franchise Operations Manual, which include our layouts and strategies for the placement of Merchandise within the Franchised Business, which are designed to drive sales and facilitate cross-selling efforts ("Merchandising Guidelines");

(vii) Your Designated Principal has completed our training program ("Initial Training

Program"), your Manager and technicians has completed either our Initial Training Program or the training program provided by your Designated Principal, and you have hired and trained a staff in accordance with our specifications as stated in the Franchise Operations Manuals and

(viii) You have paid the Initial Franchise Fee and any other amounts then due to us;

(ix) You have signed this Agreement and all other agreements including the electronic funds transfer documents as required by us;

(x) You have obtained all necessary credentials as required by us;

(xi) You have obtained a certificate of occupancy and any other required health, safety or fire department certificates; and

(xii) You have obtained and provided to us copies of certificates for all insurance policies required or such other evidence of insurance coverage and payment of premiums as we reasonably may request.

6.9 Relocation. Once the Premises is secured, you are prohibited from operating the Franchised Business at any site other than the Premises and you are not permitted to relocate the Franchised Business without our prior written consent, which may be withheld by us in our sole discretion. If we approve a relocation of the Franchised Business, you must pay a relocation fee in the amount of twenty-five percent (25%) of our then-current initial franchise fee, subject to any applicable state law. Our acceptance of a location as the Premises shall not be deemed to be a guarantee or assurance by us that the Franchised Business will be profitable or successful.

ARTICLE 7. **OPERATIONS**

7.1 Compliance with Franchise Operations Manual and System Standards. In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Franchised Business in strict conformance with the methods, standards, and specifications we prescribe from time to time in the Franchise Operations Manual or otherwise in writing. You acknowledge that the System standards may relate to any aspect of the appearance, function, cleanliness, and operation of the Franchised Business. Any material failure to comply with the mandatory System standards or to pass our periodic quality control inspections will constitute a material breach of this Agreement. You acknowledge that we have the right to vary our standards and specifications, in our reasonable judgment, to accommodate the individual circumstances of different franchisees.

7.2 Compliance with Law.

(i) You must operate the Franchised Business in full compliance with all applicable municipal, county, state and federal laws, rules, regulations and ordinances. You have sole responsibility for compliance despite any information or advice that we may provide.

(ii) You, on behalf of yourself and your Owners, agree to comply with and/or to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you, on behalf of yourself and your Owners, certify, represent, and warrant that none of your respective property or interests are "blocked" under any of the Anti-Terrorism Laws and that neither you nor any of your Owners are in violation of any of the Anti-Terrorism Laws. You also agree not to knowingly hire or do business with (or continue to employ or do business with) any party who is blocked under any of the Anti-Terrorism Laws. The term "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, as supplemented, the USA PATRIOT Act, and all other laws and regulations addressing or in any way relating to terrorist acts and/or acts of war.

7.3 Hours of Operation. You must keep the Franchised Business open and in normal operation for the minimum hours and days specified in the Franchise Operations Manual and as permitted by applicable laws, and must refrain from using or permitting the use of the Premises for any other purpose or activity at any time without first obtaining our written consent.

7.4 Products and Services. Franchisee will offer all products and services, and only those products and services, from time to time prescribed by Franchisor in the Franchise Operations Manual or otherwise in writing. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Franchisor may require.

7.5 Prices. Notwithstanding any provision of this Agreement or the Franchise Operations Manual to the contrary, Franchisee retains the sole discretion to determine the prices it charges for products and services. Franchisor reserves the right to require Franchisee to offer products and services at specific prices determined by Franchisor if Franchisee is promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (subject to compliance with applicable law).

7.6 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive or a general manager who has completed Franchisor's training program.

(b) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Franchise Operations Manual.

(d) Qualifications. Franchisor may set minimum qualifications for categories of employees employed by Franchisee.

(e) Sole Responsibility. Franchisee is solely and exclusively responsible for all hiring decisions and all terms and conditions of employment of all of its personnel, including but not limited to, recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Franchisor are independent parties and not joint employers, and no employee of Franchisee will be deemed an agent or employee of Franchisor. Within seven days of Franchisor's request, Franchisee and each of its employees shall sign an acknowledgment form stating that Franchisee alone (and not the Franchisor) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee shall not use the Marks on any of these documents.

7.7 Post-Opening Training. may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Franchisor. may charge a reasonable fee for any training programs. may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.8 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Franchisor. Franchisee shall enter into any subscription and support agreements that Franchisor may require. Franchisee shall upgrade, update, or replace any software from time to time as Franchisor may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto, as outlined in the Franchise Operations Manual or as otherwise communicated by Franchisor. Franchisee shall provide Franchisor with unrestricted access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Franchisor, subject to compliance with applicable privacy laws and regulations.

7.9 Guaranties and Warranties. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Franchisor may require.

7.10 Customer Complaints. You must immediately resolve any customer complaints regarding the quality of products, service and/or cleanliness of the Franchised Business, or any similar complaints. When any customer complaints cannot be immediately resolved, you must use reasonable efforts to resolve the customer complaints as soon as practical and shall, whenever feasible, give the customer the benefit of the doubt. If we, in our sole discretion, determine that our intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if we, in our sole discretion, believe that you have failed adequately to address or resolve any customer complaints, we may, without your consent, resolve any complaints and charge you an amount sufficient to cover our reasonable costs and expenses in resolving the customer complaints, which amount you must pay to us immediately on demand.

7.11 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Franchisor for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Franchisor shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Franchisor for such programs. Franchisor may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.12 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Franchisor (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and establish all necessary business relationships, as approved by the Franchisor, to accept payments as required by Franchisor. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.13 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Franchisor, in the manner specified by Franchisor in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another IFixScreens.com business. Franchisee shall comply with all procedures and specifications of Franchisor related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.14 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all necessary maintenance, and keep all physical property in good repair, in accordance with the standards set by the Franchisor. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Franchisor may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.15 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Franchisor may require Franchisee to undertake and complete a Remodel of the Location to Franchisor's satisfaction. Franchisee must complete the Remodel in the time frame specified by Franchisor. Franchisor may require the Franchisee to submit plans for Franchisor's reasonable approval prior to commencing a required Remodel. Franchisor's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.16 Vehicles. Franchisee may, but is not required to, purchase or lease a vehicle to be used for the operation of the franchised business in providing mobile repair and delivery services with the Territory. Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles presents a first-class image appropriate to Franchisor's System. Franchisee shall use the vehicle solely for the Business.

7.17 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that Franchisor requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.18 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Franchisor in the Franchise Operations Manual. If not specified in the Franchise Operations Manual, Franchisee shall maintain at least the following insurance coverage:

(i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(ii) Business interruption insurance covering at least 12 months of income;

(iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(v) Workers Compensation coverage as required by state law.

(b) Franchisee's policies must list Franchisor and its affiliates as an additional insured and the policies must stipulate that Franchisor shall receive a 30-day prior written notice of cancellation. Franchisee shall provide Certificates of Insurance evidencing the required coverage to Franchisor prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisor.

(c) All policies must be written by insurance companies with an industry rating acceptable to us; must name us, our affiliates, and their respective officers, directors, shareholders, consultants, agents, attorneys, and employees as additional insureds as specified by us; and must not have deductibles, exclusions or co-insurance requirements that are unacceptable to us. You must provide us with evidence of all required insurance coverage and payment of premiums before beginning construction of the Franchised Business. At least thirty (30) days before each insurance policy expires, you must furnish a copy of the renewal or replacement insurance policy and evidence of payment of the premium. The policy must state that we will be notified by the insurance company if the policy is terminated, canceled or expires. Your obligation to obtain insurance coverage is not limited in any way by the insurance that we maintain.

(d) We have the right to increase the amounts of coverage required and require different or additional kinds of insurance with thirty (30) days' prior written notice, including excess liability insurance, to reflect inflation, new risks, changes in the law or standards of liability, higher damage awards or other relevant changes in circumstances. All public liability and property damage policies must contain a waiver by the insurance company of subrogation rights against us and our affiliates, successors and assigns. If you fail to maintain the insurance required by this

Agreement, we have the right (but no obligation) to obtain insurance on your behalf. If we do so, you agree to reimburse us for the cost of insurance, plus all out-of-pocket expenses that we incurred in obtaining such insurance on your behalf.

7.19 Control During Crisis Situation.

(a) If an event occurs at the Franchised Business that has or reasonably may cause harm or injury to customers, guests or employees (i.e., slip and fall injuries, natural disasters, robberies, shootings, food poisoning, etc.) or may damage the Marks, the System or our reputation (collectively "Crisis Situation"), you shall: (1) immediately contact appropriate emergency care providers to assist you in curing the harm or injury; and (2) immediately inform us by telephone of the Crisis Situation. You must refrain from making any internal or external announcements (i.e., no communication with the news media) regarding the Crisis Situation (unless otherwise directed by us or public health officials).

(b) To the extent we deem appropriate, in our sole and absolute discretion, we or our designee may control the manner in which the Crisis Situation is handled by the parties, including conducting all communication with the news media, providing care for injured persons and/or temporarily closing the Franchised Business. The parties acknowledge that, in directing the management of any Crisis Situation, we or our designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as we deem appropriate. You and your employees shall cooperate fully with us or our designee in our efforts and activities in this regard and shall be bound by all further Crisis Situation procedures developed by us from to time hereafter. The indemnification under Section 16.1 shall include all Losses and expenses that may result from the exercise by us or our designee of the management rights granted in this Section 7.18.

7.20 Suppliers and Landlord. Franchisee shall pay all vendors and suppliers within the payment terms agreed upon with such vendors and suppliers. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location.

7.21 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding IFixScreens.com, the Business, or any particular incident or occurrence related to the Business, without Franchisor's prior written approval, which will not be unreasonably withheld.

7.22 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii) act in support of any such organization or cause, without Franchisor's prior written approval, which will not be unreasonably withheld.

7.23 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the IFixScreens.com Business, unless such activity has been previously approved in writing by the Franchisor. Franchisee shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except IFixScreens.com businesses.

7.24 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Franchisor, which may be granted or withheld at Franchisor's sole discretion.

7.25 No Co-Branding. Franchisee shall not "co-brand" or associate any other business activity with the IFixScreens.com Business in a manner which is likely to cause the public to perceive it to be related to the IFixScreens.com Business.

7.26 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Franchisor. Franchisee must display at the Business signage prescribed by Franchisor identifying the Location as an independently owned franchise.

7.27 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Franchisor. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Franchisor from time to time in accordance with System Standards. may require Franchisee to purchase or lease any Inputs from Franchisor, Franchisor's designee, Required Vendors, Approved Vendors, and/or under Franchisor's specifications. may change any such requirement or change the status of any vendor. To make such requirement or change effective, Franchisor shall issue the appropriate System Standards.

8.2 Alternate Vendor and/or Input Approval. If you would like to use alternative supplier for a product or service to be used in or sold at your Franchised Business (except in instances where we have designated a sole supplier of any product, item, good, equipment service or supplies), you must submit a Supplier and Product Evaluation Form provided to you by Franchisor and pay a Supplier and Product Evaluation Fee equal to one thousand dollars ($1,000) (the "Supplier and Product Evaluation Fee"). We may grant or deny any such request in our sole and absolute discretion. Franchisor shall provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within thirty (30) days after receipt of Franchisee's request. If Franchisor does not provide Franchisee with written notification of the approval of a proposed new vendor within thirty (30) days after receipt of Franchisee's request, then such request shall be deemed denied. If Franchisor approves of such proposed new vendor then Franchisor agrees to refund to Franchisee the Supplier and Product Evaluation Fee

8.3 Purchasing. Franchisor shall have the exclusive right to negotiate prices and terms with vendors on behalf of the System. Franchisor shall be entitled to receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. Franchisor reserves the right to implement a centralized purchasing system at its sole discretion.

8.4 No Liability of Franchisor. Franchisor shall not bear any liability to Franchisee for any claim or loss arising from any product provided or service performed by any Approved Vendor or Required Vendor, including but not limited to defects, delays, or unavailability of products or services.

8.5 Product Recalls. If Franchisor or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Franchisor or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

8.6 Purchasing Cooperatives. Franchisor reserves the right to establish a purchasing cooperative and may, at its sole discretion, require Franchisee to join and participate in the purchasing cooperative under such terms and conditions as Franchisor may determine.

8.7 Shortages and Unavailability. Franchisor shall not bear any liability to Franchisee for unavailability of, or delay in shipment or receipt of, any products or supplies from any vendor (including Franchisor or its affiliates) resulting from shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or any other causes beyond the control of Franchisor.

ARTICLE 9. **MARKETING**

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising or public relations activities (including websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Franchisor. Franchisor may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, including any social media policy that Franchisor may prescribe. Franchisee agrees that Franchisor is and shall remain the owner and administrator of all social media accounts created by or on behalf of Franchisee. If Franchisee establishes any social media account on behalf of the franchised business then Franchisee agrees to transfer ownership and administrator rights to Franchisor within five (5) days of creation of the social media account. Franchisee shall implement any marketing plans or campaigns determined by Franchisor.

9.2 Use by Franchisor. We have the right to direct all advertising, media placement, marketing and public relations programs and activities financed by the Brand Fund, with final discretion over the strategic direction, creative concepts, materials and endorsements used and the geographic, market and media placement and allocation. Franchisor may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to Franchisor for such purpose.

9.3 Brand Fund. Franchisor has established and will maintain a Brand Fund to promote the System on a local, regional, national, and/or international level. If Franchisor has established a Brand Fund:

(a) <u>Separate Account</u>. Franchisor shall hold the Brand Fund fees from all franchisees in one or more bank accounts separate from Franchisor's other accounts.

(b) <u>Use</u>. Among the programs, concepts, and expenditures for which we may utilize the Brand Fund monies are: (1) creative development and production of print ads, commercials, radio spots, point of purchase materials, direct mail pieces, door hangers, free standing inserts, brochures, logo wear, labeling, video, audio, and written materials and electronic media, and other advertising and promotional materials; (2) media placement and buying, including all associated expenses and fees; (3) administering regional and multi-regional marketing and advertising programs; (4) market research and customer satisfaction surveys, including the use of secret shoppers; (5) the creative development of, and actual production associated with, premium items, giveaways, promotions, sweepstakes, contests, public relation events, and charitable or nonprofit events; (6) creative development of signage, posters, and individual IFixScreens.com's business décor items including wall graphics; (7) recognition and awards events and programs including periodic national and regional conventions and meetings; (8) design, establishment, and maintenance of websites, extranets, intranets, search rankings, social media profiles, mobile application and other digital marketing; (9) retention and payment of personalities engaged as spokespersons, advertising and promotional agencies, endorsement contracts, and other outside advisors including retainer and management fees; (10) sponsorship of sporting, charitable, or similar events; (11) review of locally produced marketing materials; (12) list acquisition and development; (13) association dues; (14) affinity program development; (15) development of third party facilities for the development of local advertising; and (16) public relations and community involvement activities and programs. We may sell certain advertising materials, merchandise and premium items to you that are developed by the Brand Fund, and the earnings from such sales will be deposited in the Brand Fund. The Brand Fund also may be used to pay reasonable salaries and expenses of our and our affiliates' employees who work on advertising, marketing, public relations materials, programs, activities or promotions prepared, planned or undertaken on behalf of the Brand Fund and professional fees and administrative costs and overhead that we or our affiliates incur in activities reasonably related to the administration and activities of the Brand Fund (including accounting fees, legal fees, and interest on monies borrowed by the Brand Fund). We will not use the Brand Fund for anything whose sole purpose is the marketing of franchises, however, the System website, public relations activities, community involvement activities and other activities supported by the Brand Fund may contain information about franchising opportunities. We may seek the advice of IFixScreens.com franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Brand Fund.

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at Franchisor's sole discretion, and Franchisor has no fiduciary duty with regard to the Brand Fund.

(d) Contribution by Other Outlets. Franchisor is not obligated to (i) have all other IFixScreens.com businesses (whether owned by other franchisees or by Franchisor or its affiliates) contribute to the Brand Fund, or (ii) have other IFixScreens.com businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Franchisor may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, Franchisor may loan such funds to the Brand Fund on reasonable terms.

(f) Financial Statement. Franchisor shall prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of Franchisor's fiscal year and shall provide the financial statement to Franchisee upon request.

(g) Franchisee's Benefit. You acknowledge that the Brand Fund and any earnings thereon will be used to maximize general public recognition, acceptance, and patronage of IFixScreens.com's businesses, and that we are not obligated, in administering the Brand Fund, to make expenditures for you which are equivalent or proportional to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Fund. Your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Brand Fund. The failure (whether with or without our permission) of any other franchisee to make the appropriate amount of contributions to the Brand Fund will not release you from or reduce your obligation.

(h) Cancellation of Brand Fund. We have the right to change or dissolve the Brand Fund at any time. If we disband the Brand Fund, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to contributors in proportion to their respective Brand Fund Contributions during the preceding twelve (12) month period.

9.4 Market Cooperatives. Franchisor may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days of notice from Franchisor. Franchisor shall not require Franchisee to be a member of more than one Market Cooperative. If Franchisor establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Franchisor. may require the Market Cooperative to adopt bylaws or regulations prepared by Franchisor. Unless otherwise specified by Franchisor, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. will be entitled to attend and participate in any meeting of a Market Cooperative. Any IFixScreens.com business owned by Franchisor in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Franchisor may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative. Under this Section 9.4, Franchisor and Franchisee may communicate by email which shall qualify as written notice under Section 18.9.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Franchisor's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Franchisor pursuant to Section 9.1. may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales. Cooperative contributions will be credited towards your Local Advertising, and will not exceed the Local Advertising, unless a majority of the Cooperative's members vote to spend an amount greater than the Local Advertising on advertising.

(e) Enforcement. Only Franchisor will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

9.5 Required Spending. In addition to the Brand Fund and Core Marketing requirement, Franchisee shall spend at least five percent (5%) of Gross Sales each month on marketing the Business. Upon request of Franchisor, Franchisee shall furnish proof of its compliance with this Section. If you fail to spend the required amount on an annual basis, we may require you to: (1) contribute to the Brand Fund any amounts that you should have expended to reach the local advertising requirement within thirty (30) days after the close of our fiscal year; or (2) account for and spend such amounts for Local Marketing in your Marketing Plan for the upcoming year. Franchisor has the sole discretion to determine what activities constitute "marketing" under this Article. Franchisor may, in its discretion, determine that if Franchisee contributes to a Market Fund, the amount of the contribution will be counted towards Franchisee's required spending under this Article.

9.6 Grand Opening. Upon signing a lease for the Business, Franchisee must pay Franchisor a grand opening marketing fee of ten thousand dollars ($10,000) (the "Grand Opening Marketing Fee"). Franchisor will provide all grand opening marketing for the Business during the period commencing with the date that is thirty (30) days prior to scheduled opening date for the Business and concluding one hundred fifty (150) days after the scheduled opening date for the Business.

9.7 Internet Marketing. We will host and maintain an independent webpage for the Franchised Business at an Internet address that we specify. We will provide and maintain this webpage using a standard template. Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any URL, social networking platform, blog, messaging system, email account, username, text address, mobile application, or other electronic, mobile or internet presence that uses or displays any of the Marks (or any derivative thereof) or that promotes any products or services of the Franchised Business. You acknowledge that the use of any electronic medium constitutes advertising and promotion subject to our approval under Section 9.1. You agree not to transmit, or cause any other party to transmit, advertisements or solicitations by broadcast media, telephone, e-mail, text message, instant message, social network, VOIP, streaming media, or other electronic media that currently exists or may exist in the future without first obtaining our written consent as to: (1) the content of the advertisements or solicitations; and

(2) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Franchised Business must be in the form we prescribe. If we approve the use of an electronic medium, our approval will be conditioned on your compliance with any standards and procedures we issue with respect to that type of electronic medium, including the use of any disclaimers, warnings, and other statements that we may prescribe. We will provide you with Facebook/Facebook Ads Manager, Instagram and Google pages created, owned and audited by us. You shall comply with our standards for the System, as set forth in the Franchise Operations Manual or otherwise, with regard to our authorization to use, and the use of, blogs, common social networks (including Facebook, Instagram and Pinterest), professional networks (including LinkedIn), live blogging tools (including Twitter), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools that in any way reference the Marks or involve the System or the Franchised Business.

ARTICLE 10. **RECORDS AND REPORTS**

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Franchisor may specify in the Franchise Operations Manual or otherwise in writing at the sole cost of Franchisee.

10.2 Reports.

(a) <u>Financial Reports</u>. Franchisee shall provide such periodic financial reports as Franchisor may require in the Manual or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Franchisor year; and

(iii) any information Franchisor requests in order to prepare a financial performance representation for Franchisor's franchise disclosure document.

(b) <u>Legal Actions and Investigations</u>. Franchisee shall promptly notify Franchisor of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Franchisor may request.

(c) <u>Government Inspections</u>. Franchisee shall give Franchisor copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Franchisor such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Franchise Operations Manual or that Franchisor may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Franchisor a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Franchisor's Franchise Disclosure Document and with such other information as Franchisor may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Franchisor may specify in the Franchise Operations Manual or otherwise in writing.

10.5 Records Audit. Franchisor may examine and audit all books and records related to the Business, and supporting documentation, at any time, without prior notice. Franchisor may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Franchisor. Franchisee shall reimburse Franchisor for all costs and expenses of the examination or audit within 30 days if (i) Franchisor conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any 4-week period.

ARTICLE 11. **FRANCHISOR RIGHTS**

11.1 Franchise Operations Manual; Modification. The Franchise Operations Manual, and any part of the Franchise Operations Manual, may be in any form or media determined by Franchisor. Franchisor may supplement, revise, or modify the Franchise Operations Manual, and Franchisor may change, add or delete System Standards at any time in its discretion. Franchisor may inform Franchisee thereof by any method that Franchisor deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Franchise Operations Manual, Franchisor's master copy will control.

11.2 Business Evaluation. Franchisor may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. If the Location will be open to the public or used for meeting customers or potential customers, Franchisor may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with Franchisor's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Franchisor may videotape and/or take photographs of the evaluation. Without limiting Franchisor's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If Franchisor conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then Franchisor may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

11.3 Franchisor's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Franchisor may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Franchisor for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Franchisor may (i) require that Franchisee pay cash on delivery for products or services supplied by Franchisor, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Franchisor shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Franchisor are in addition to any other right or remedy available to Franchisor.

11.5 Business Data. All customer data and other non-public data generated by the Business, including but not limited to financial data, customer lists, and marketing strategies, is Confidential Information and is exclusively owned by Franchisor. hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to Franchisor all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. Franchisor will automatically own all Innovations and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Franchisor to document Franchisor's ownership of Innovations.

11.7 Communication Systems. If Franchisor provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Franchisor to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes Franchisor to communicate with Franchisee's employees and contractors on any matter related to the System or the Business. Franchisee will not prohibit any employee or contractor from communicating with Franchisor on any matter related to the System or the Business.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes Franchisor to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them.

11.10 Delegation. Franchisor may delegate any duty or obligation of Franchisor under this Agreement to an affiliate or to a third party, provided that Franchisor shall remain responsible for the performance of such duties and obligations.

11.11 System Variations. Franchisor may vary or waive any System Standard for any one or more IFixScreens.com franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.12 Temporary Public Safety Closure. If Franchisor discovers or becomes aware of any aspect of the Business which, in Franchisor's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Franchisor's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. **MARKS**

12.1 Ownership and Goodwill of Marks. You acknowledge that the Marks are owned by us or our affiliate, and that any references to our right, title or interest in the Marks in this Article 12 shall include the owner's right, title or interest. You agree that your right to use the Marks is derived only from this Agreement and is limited to your operating the Franchised Business according to this Agreement and all System Standards we prescribe during its term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are for our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Franchised Business under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we authorize you to use. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Franchisor, and only in the manner as Franchisor may require.

12.2 Limitations on Your Use of the Marks. You agree to use the Marks as the sole trade identification of the Franchised Business, provided that you shall identify yourself as the independent owner of the Franchised Business in a manner acceptable to us. You may not use any Mark or any variation thereof (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, electronic address or search engine you maintain on any website; (5) in any other manner we have not expressly authorized in writing; (6) that may damage or cause harm to us, our affiliates, the Marks, the System or our principals; or (7) in any way that may be misleading or deceptive to the public. You may not make any disparaging remarks related to us, our affiliates, our franchisees, the Marks, the System or our principals. You may not use any Mark in advertising the transfer, sale or other disposition of the Operating Assets or the Franchised Business without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the Franchised Business and on forms, advertising and other materials we designate. You agree to give the notices of trademark and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

12.3 Discontinuance of Use of the Marks. If we believe at any time that it is advisable for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses in complying with these directions (such as costs you incur in changing the Franchised Business's signs or replacing supplies), 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.

12.4 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Franchisor shall defend Franchisee (at Franchisor's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) Franchisor will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Franchisor if Franchisee becomes aware of any possible infringement of a Mark by a third party. Franchisor may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Franchisor shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

ARTICLE 13. **COVENANTS**

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized in writing by Franchisor, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Franchisor (except for Confidential Information which Franchisor licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five (5) miles of Franchisee's Territory or the territory of any other IFixScreens.com business operating on the date of expiration, termination, or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other IFixScreens.com business operating on the date of termination.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Franchisee agrees that the existence of any claim it may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 Employee Recruitment. For one year after termination, transfer, or expiration of this Agreement and subject to state law, Franchisee shall not knowingly employ or seek to employ or engage as an independent contractor, employee or otherwise, any person then employed by Franchisor or its affiliates.

13.4 General Manager and Key Employees. If requested by Franchisor, Franchisee shall cause its general manager and other key employees reasonably designated by Franchisor to sign Franchisor's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if Franchisor violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Franchisor receives written notice of termination.

14.2 Termination by Franchisor.

(a) Subject to 10-Day Cure Period. Franchisor may terminate this Agreement if Franchisee does not make any payment to Franchisor when due, or if Franchisee does not have sufficient funds in its account when Franchisor attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Franchisor gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to

Franchisor's satisfaction within 30 days after Franchisor gives notice to Franchisee of such breach, then Franchisor may terminate this Agreement.

(c) Without Cure Period. Franchisor may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Franchisor;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee loses possession of the Location;

(vi) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

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

(viii) Franchisee or any Owner slanders or libels Franchisor or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or inspection by Franchisor or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(x) the Business is operated in a manner which, in Franchisor's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Franchisor or otherwise);

(xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xii) Franchisor (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of an Area Development Agreement with Franchisee or its affiliate shall not give Franchisor the right to terminate this Agreement);

(xiii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in Franchisor's opinion is reasonably likely to materially and unfavorably affect the IFixScreens.com brand.

14.3 Effect of Termination. Upon 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, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to Franchisor based on the operation of the Business through the effective date of termination or expiration;

(ii) return to Franchisor all copies of the Manual, 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; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new franchisee as may be directed by Franchisor, and Franchisee hereby irrevocably appoints 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 appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a IFixScreens.com business, to the reasonable satisfaction of Franchisor. Franchisee shall comply with any reasonable instructions and procedures of Franchisor for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Franchisor may enter the Location to remove the Marks and de-identify the Location. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Franchisor.

14.5 Liquidated Damages. If Franchisor terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to Franchisor a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees, Core Marketing Plan fees and Brand Fund fees that Franchisee owed to Franchisor under this Agreement for the 52-week period preceding the date on which Franchisee ceased operating the Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (1) 104 or (2) the number of weeks remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 52 weeks, then (x) will equal the average weekly Royalty Fees Core Marketing Plan fees and Brand Fund fees that Franchisee owed to Franchisor during the period that Franchisee operated the Business. The "average Royalty Fees, Core Marketing Plan fees and Brand Fund fees that Franchisee owed to " shall not be discounted or adjusted due to any deferred or reduced Royalty Fees, Core Marketing Plan fees and Brand Fund fees set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of Franchisor's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to Franchisor under this Section will be in lieu of any direct monetary damages that Franchisor may incur as a result of Franchisor's loss of Royalty Fees , Core Marketing Plan fees and Brand Fund fees that would have been owed to Franchisor after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Franchisor's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Franchisor is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Franchisor may have under this Agreement or otherwise.

14.6 Purchase Option. Upon the expiration or termination of this Agreement, Franchisor shall reserve the right, but not the obligation, to purchase any or all of the assets related to the Business. In order to exercise this option, Franchisor must deliver written notice to Franchisee within 30 days following the expiration or termination of this Agreement. The purchase price for all assets that Franchisor elects to purchase shall be the lesser of (i) the book value of such assets as declared on Franchisee's most recent filed tax returns, or (ii) the fair market value of the assets determined as of the date of Franchisor's notice of intent to purchase. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Franchisor's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the Business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. Franchisor may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Franchisor. If Franchisor exercises the purchase option, Franchisor may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which Franchisor paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, Franchisor may pay a portion of the purchase price directly to the lienholder to pay off such lien. Franchisor may withhold up to 25% of the purchase price for a period of 90 days or until all of Franchisee's taxes and other liabilities have been fully satisfied, whichever occurs first. Franchisor may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Franchisor. We have the right to transfer or assign this Agreement or any part of our rights or obligations under this Agreement to any person or legal entity. You agree that we will have no liability after the effective date of the transfer or assignment for the performance of any obligations under this Agreement. You acknowledge that we can sell our assets; sell securities in a public offering or in a private placement; merge with, acquire, or be acquired by another company; or undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring, without restriction and without affecting your obligations under this Agreement.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Franchisor entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Franchisor with a written notice at least sixty (60) days prior to the proposed Transfer, and without obtaining Franchisor's written consent. In granting any such consent, Franchisor may impose conditions, including, without limitation, the following:

(i) Franchisor receives a transfer fee equal to ten thousand dollars ($10,000) plus any broker fees and other out-of-pocket costs incurred by Franchisor;

(ii) the proposed assignee and its owners have completed Franchisor's franchise application processes, meet Franchisor's then-applicable standards for new franchisees, and have been approved by Franchisor as franchisees;

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Franchisor's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement;

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to Franchisor and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Franchisor or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as Franchisor may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Franchisor in a form satisfactory to Franchisor; and

(ix) the Business fully complies with all of Franchisor's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Franchisor, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Franchisor, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three (3) months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to transfer the person's interest. The transfer will be subject to the provisions of this Section 15, as applicable; however, you will not be required to pay a transfer fee. For purposes of this Section 15.4, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (1) for a period of thirty (30) or more consecutive days, or (2) for sixty (60) or more total days during a calendar year. In the case of transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of transfer set forth in Section 15.2, the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for transfers contained in this Agreement. If an interest is not disposed of under this Section 15.4 within six (6) months after the date of death or appointment of a personal representative or trustee, we can terminate this Agreement under Section 14.2.

15.5 Franchisor's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 or to a spouse, sibling, or child of an Owner), Franchisor will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Franchisor a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Franchisor's receipt of such copy, Franchisor will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Franchisor may substitute cash for any other form of payment). If Franchisor does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement or any rights or obligations under this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. **INDEMNITY**

16.1 Indemnity.

(i) You and your guarantors shall defend, indemnify, and hold us, our parent company, affiliates, subsidiaries, and their successors and assigns harmless, and each of their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, "Indemnified Parties") from and against all Losses (as defined below) which any of the Indemnified Parties may suffer, sustain or incur as a result of a claim asserted or inquiry made formally or informally, or a legal action, investigation, or other proceeding brought by a third party and directly or indirectly arising out of your development and operation of the Franchised Business, your conduct of business under this Agreement, your breach of this Agreement or your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees. We will promptly notify you of any claim that may give rise to a claim of indemnity hereunder, provided, however, that the failure to provide such notice will not release you from your indemnification obligations under this Section 16.1 except to the extent you are actually and materially prejudiced by such failure.

(ii) You will have the right, upon written notice delivered to the Indemnified Party within fifteen (15) days thereafter assuming full responsibility for Losses resulting from such claim, to assume and control the defense of such claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. If (1) the Indemnified Party will have been advised by counsel that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to you and, in the reasonable opinion of the Indemnified Party, your counsel could not adequately represent the interests of the Indemnified Party because such interests could be in conflict with your interests, or (2) you do not assume responsibility for such Losses in a timely manner or you fail to defend a claim with counsel reasonably satisfactory to the Indemnified Party as contemplated above, then the Indemnified Party will have the right to employ counsel of its own choosing, and you will pay the fees and disbursements of such Indemnified Party's counsel as incurred. In connection with any claim, the Indemnified Party or you, whichever is not assuming the defense of such claim, will have the right to participate in such claim and to retain its own counsel at such party's own expense.

(iii) You or the Indemnified Party (as the case may be) will keep you or the Indemnified Party (as the case may be) reasonably apprised of, and will respond to any reasonable requests concerning, the status of the defense of any claim and will cooperate in good faith with each other with respect to the defense of any such claim. You will not, without the prior written consent of the Indemnified Party, (1) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Party and its affiliates, direct and indirect owners, directors, managers, employees, agents and representatives, or (2) settle or compromise any claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments which will be paid by you. No claim that is being defended in good faith by you in accordance with the terms of this Section 16.1 will be settled by the Indemnified Party without your prior written consent. Notwithstanding anything to the contrary herein, if a claim involves the Marks, you agree that we will have the exclusive right to assume the defense of such claim, at your expense with counsel selected by us, but reasonably satisfactory to you.

(iv) You shall have no obligation to indemnify or hold an Indemnified Party harmless for any Losses to the extent such Losses are determined by a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have resulted solely and directly from the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions.

(v) For purposes of this Section 16.1, "Losses" include all obligations, liabilities, damages (actual, consequential, or otherwise), and defense costs that any Indemnified Party incurs. Defense costs include accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation and alternative dispute resolution.

(vi) Your obligations in this Section 16.1 will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 16.1. You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 16.1.

16.2 Assumption by Franchisor. Franchisor may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's sole expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. **DISPUTE RESOLUTION**

17.1 Dispute Resolution.

(a) We and you acknowledge that during the term of this Agreement disputes may arise between the parties that may be resolvable through mediation. To facilitate such resolution, we and you agree that each party shall submit the dispute between them for non-binding mediation before commencing an arbitration proceeding under Section 17.1(c). Such mediation will be conducted in the city of or closest to our principal place of business (currently Monroe, Georgia). The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules. We and you agree that statements made by us, you or any other party in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding. Each party shall bear its own costs and expenses associated with the mediation, including attorney's fees, and shall share equally the fees and expenses of the mediator and any other third-party costs associated with the mediation.

(b) If any dispute between the parties cannot be resolved through mediation within thirty (30) days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 17.1(c).

(c) Except for certain claims subject to injunctive relief under this Agreement, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be submitted to final and binding arbitration in the city of or closest to our principal place of business (currently Monroe, Georgia) as the sole and exclusive remedy for any such controversy or dispute. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Georgia Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement. Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

(d) With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you and your owners hereby irrevocably submit themselves to the jurisdiction of the state and federal courts with jurisdiction in the city where our principal place of business is located (currently Monroe, Georgia). Franchisee and its owners hereby consent to and waive all objections to personal jurisdiction and venue for the purpose of carrying out this provision. Franchisee and its owners hereby agree that service of process may be made upon Franchisee and any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by applicable State or federal law. Franchisee and its owners agree that mandatory venue for any proceeding relating to or arising out of this Agreement shall be in the city of or closest to Franchisor's principal place of business (currently Monroe, Georgia); provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any state or federal district court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under Georgia law.

(e) Franchisee, Franchisee's owners and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 17.4 above provides each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Each of Franchisee, Franchisee's owners and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement. Any dispute regarding the sufficiency of the consideration shall be resolved in favor of its sufficiency.

(f) Franchisee, Franchisee's owners and Franchisor acknowledge and affirm that the execution of this Agreement and acceptance of the terms by the parties occurred in Fulton County, Georgia.

(g) Franchisee, Franchisee's owners and Franchisor hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

(h) If we are required to enforce this Agreement in a judicial or arbitration proceeding, or if we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

(i) Either party may bring a claim involving an alleged infringement of any of Franchisor's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(j) Unless this Agreement has been terminated, Franchisor and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by Franchisor related to non-payment under this Agreement by Franchisor, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.3 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where Franchisor's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Franchisor's headquarters is then located. Each party irrevocably consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.4 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the majority of the central litigated issues and obtained substantial relief.

17.5 Franchisor Personnel. The provisions of this Article 17 will apply to any Action by Franchisee or its Owners against Franchisor's officers, directors, shareholders, members, employees, and/or agents. Nothing in this Agreement authorizes any Action against Franchisor's officers, directors, shareholders, members, employees, and/or agents or makes those persons liable for Franchisor's conduct.

ARTICLE 18. **MISCELLANEOUS**

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Franchisor is not a fiduciary of Franchisee. Franchisor does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Franchisor's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Franchisor, Franchisor's affiliates, and their respective successors and assigns.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Franchisor in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Franchisor's rights to modify the Franchise Operations Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 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.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Georgia (without giving effect to its principles of conflicts of law) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties agree that any Georgia law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.9.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Franchisor, addressed to Franchisor. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; (3) sent via overnight courier; or (4) sent via confirmed email to the email address provided by each party. Notices will be effective upon the earlier of: (i) receipt by the recipient, (ii) first rejection by the recipient, (iii) three business days after mailing if sent via registered or certified mail; or (iv) the next business day after mailing if sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or written consent from the Franchisor, successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), Franchisor retains the right, by giving written notice to Franchisee (the "Holdover Notice"), to either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Franchisor specifies, or (ii) bind Franchisee to a renewal term of 5 years and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.11 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Franchisor does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Franchisor.

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

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

IFIXSCREENS.COM

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

FRANCHISEE:

[*if an individual:*]

____
Name: ____________________________
Date: _____________________________

[*if an entity:*]

____

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

_____________ *Sole Proprietorship*
_____________ *Partnership*
_____________ *Limited Liability Company*
_____________ *Corporation*

State: ___________________________

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

<u>Attachment 2 to Franchise Agreement</u>

LOCATION ACCEPTANCE LETTER

To: ______________________________

This Location Acceptance Letter is issued by IFixScreens.com for your IFixScreens.com franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

   ____

2. The Territory of the Business is:

   ____

IFIXSCREENS.COM

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of IFixScreens.com, a Wyoming Corporation ("Franchisor").

Background Statement: ______________________ ("Franchisee") desires to enter into a Franchise Agreement with Franchisor for the franchise of a IFixScreens.com business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Franchisor to enter into the Franchise Agreement.

Guarantor, understanding the substantial benefits to be gained from the Franchise Agreement, agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Franchisor and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Franchisor, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Franchisor upon demand from Franchisor. Guarantor waives (a) acceptance and notice of acceptance by Franchisor of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Franchisor make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Franchisor or its affiliates (except for

Confidential Information which Franchisor licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Franchisor. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee's Territory or the territory of any other IFixScreens.com business operating on the date of expiration, termination, or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other IFixScreens.com business operating on the date of termination.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Guarantor agrees that the existence of any claim it or Franchisee may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, unless explicitly agreed to in writing by Franchisor, (b) any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Franchisor (without giving effect to its principles of conflicts of law). The parties agree that any Franchisor law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Franchisor all costs incurred by Franchisor (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

____
Name: ___________________________
Address: _________________________
____
____
Date: ____________________________

____
Name: ___________________________
Address: _________________________
____
____
Date: ____________________________

____
Name: ___________________________
Address: _________________________
____
____
Date: ____________________________

Attachment 4 to Franchise Agreement

STORE CONVERSION ADDENDUM

This Store Conversion Addendum (this "Addendum") is executed by and between IFixScreens.com, a Wyoming Corporation ("we," "us", "our" or "Franchisor") and [Franchisee Name], a [Entity Type], conducting business at [Address] ("you" or "your") effective as of the date signed by Franchisor (the "Effective Date"). All capitalized terms used and not defined in this Addendum shall have meaning assigned to them under the Franchise Agreement (as defined below).

RECITALS

1. With the execution of this Addendum, the parties entered into a Franchise Agreement (the "Franchise Agreement") pursuant to which Franchisee was granted the right and undertook the obligation to open and operate a IFixScreens.com business (the "Franchised Business").

2. Franchisee presently operates an existing business located at ________________________ (the "Existing Store") which you plan to convert into an IFixScreens.com Franchise Business. Accordingly, we have agreed to amend the Franchise Agreement in accordance with the terms of this Addendum.

3. Franchisor is willing to grant Franchisee the right to operate a Franchised Business through the Existing Business, subject to the terms and conditions contained in this Addendum

FOR AND IN CONSIDERATION of the foregoing Recitals (which are incorporated in and made a part of this Addendum), the covenants contained herein and other valuable consideration, you and we agree as follows:

1. **Initial Franchise Fee**. Franchisor agrees to waive the initial franchise fee payable in accordance with the Franchise Agreement.

2. **Conversion Franchise Training Fee**. You agree to reimburse Franchisor for its actual costs incurred in providing you with required training. Franchisor agrees that its actual costs shall not exceed ten thousand dollars ($10,000) and that Franchisor shall provide you with proof of expenditures prior to seeking payments.

3. **Re-branding**. Franchisee agrees to convert the Existing Store into an IFixScreens.com Franchised Business in accordance with the standards and procedures prescribed by Franchisor from time to time either in the Manuals or otherwise. Franchisee agrees and acknowledge that re-branding will include, but will not be limited to, the actions described in Attachment A hereto. Franchisee agrees to complete the re-branding within ninety (90) days from the Effective Date. Franchisee's failure to complete the re-branding within ninety (90) days from the Effective Date may result in termination of the Franchise Agreement. Within ten (10) days after the completion of the rebranding of the Existing Store, Franchisee must provide Franchisor with photographs of multiple interior and exterior views of your IFixScreens.com Franchised Business and provide

Franchisor such other documents to evidence the re-branding as may be reasonably requested by Franchisor.

4. **Marketing**. Upon executing this Addendum, Franchisee must immediately market, offer, and sell all authorized services and products under the Franchise Agreement solely using the Marks, and is prohibited from using the Existing Stores trademarks, trade dress, logos, and indicia of origin in connection with such products and services.

5. **Telephone Numbers and Listings**. Franchisee may, at its option, maintain its existing telephone equipment and service currently in place. However, Franchisee must assign all right, title, and interest associated with telephone numbers and listings used in connection with the provision authorized goods and services under the Franchise Agreement to Franchisor or within fifteen (15) days of the Effective Date of this Addendum. If Franchisee seeks to use a new telephone number or numbers in connection with the Franchised Business, all such numbers must be: (a) assigned to Franchisor within fifteen (15) days; (b) established using Franchisor's designated suppliers pursuant to the Franchise Agreement; and (c) direct all calls related to the Franchised Business solely to Franchisee's designated number.

6. **Equipment Standards and Specifications**. To the extent Franchisee does not already own or lease equipment meeting Franchisor's standards and specifications prior to commencing operations pursuant to the Franchise Agreement, Franchisor will conduct an audit of Franchisee's existing equipment and will provide Franchisee with a list of additional equipment to be purchased within thirty (30) days of the Effective Date of this Addendum.

7. **Miscellaneous**. This Addendum forms an integral part of the Franchise Agreement and is hereby incorporated into the Franchise Agreement by reference. Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement, or any other agreements by and between the parties, and any amendments thereto, whether made prior or subsequent to this Addendum, shall remain in full force and effect. If there is any conflict between this Addendum and the Franchise Agreement, or any amendments thereto, the terms of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed and transmitted by electronic means and any such electronically executed or transmitted copy shall be treated as an original.

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as of the Effective Date.

FRANCHISOR:

IFIXSCREENS.COM

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: ________________________
Date: _________________________

[*if an entity:*]

____

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

<u>**Attachment A**</u>

Below is a non-exhaustive list of the actions you must undertake, at your own expense, to convert the Existing Store into an IFixScreens.com Franchised Business.

1. Remove and/or place all exterior brandmarks to adhere to IFixScreens.com's exterior signage requirements.

2. Remove and/or replace all interior fixtures, furniture, signage, and brandmarks to adhere to IFixScreens.com's retail build-out requirements.

3. Purchase all equipment and inventory specified in the Manuals or otherwise upon our direction.

4. Cease using any existing website used to promote the Existing Store and begin using the IFixScreens.com website, www.IFixScreens.com.

5. Commence use of IFixScreens.com's POS (point of sale) as required by the terms of the Franchise Agreement.

Attachment 5 to Franchise Agreement

PROMISSORY NOTE

FOR VALUE RECEIVED, ____________________ (each a "Maker") promises to pay to the order of IFixScreens.com ("Payee") The principal amount of ______________________ ($______) together with a finance charge equal to ______________________ ($______). This Note will be payable in _________ (___) installments of ______________________ ($______) each plus interest.

The first payment is due _____________ and will continue on _____________ of each month until paid. The Maker may prepay this Note, in whole or in part, without penalty, at any time. TIME IS OF THE ESSENCE regarding the payment of any amounts due under this Note.

As security for Maker's obligations under this Note, Maker grants to Holder a security interest in Maker's right, title and interest in the Collateral, whether owned now or hereafter acquired. The Security Interest extends into any proceeds of the Collateral including but not limited to bank accounts and insurance payments. Collateral means: (1) all franchise agreements and related agreements, as amended, between Holder and Maker pertaining to Maker's operation of a franchise business; and (2) all "Accounts" and all "General Intangibles" used by Maker in connection with the franchise business, including (without limitation) all ledgers, files, books, records, and accounts receivables; and (3) any commissions, fees, concessions or payments of any money due Maker as a sales representative, financial advisor, independent contractor, licensee, business owner, franchisee, stockholder, partner, officer, director or employee with any financial services business; and (4) all "Equipment", "Supplies" and "Furniture and Fixtures" used by Maker in the franchise business, including all computers, printers, computer networks, telephone systems, fax machines, file cabinets, all office furniture, desks, chairs, tables, signs, panels and calculators.

Maker will enroll in the automatic fund transfer program. Repayment of the principal and interest under this Note will be made by deducting interest then principal amounts from revenue, then remitting the balance to Maker. Interest will be calculated based on a three hundred sixty (360) day year consisting of twelve (12) months of thirty (30) days each.

Any of the following will constitute an event of default by Maker under this Note: (1) Failure to pay of any installment of principal or interest when due; (2) failure any other provision in this Note; (3) uncured default in any other agreement between Maker and Holder; (4) death or disability of any Maker; (5) insolvency of Maker, involving failure to pay debts as they become due or makes an assignment for the benefit of creditors; (6) Maker files or becomes the subject of any petition for relief under the Federal bankruptcy laws or any state insolvency statute; (7) attachment, levy or garnishment of Collateral by a creditor of Maker; (8) material change in Maker's creditworthiness; or (9) sale or termination of Maker's ownership rights in the business to which this Note relates.

Upon default, Holder may take any one or more of the following actions without releasing or discharging such Maker from liability on the Note: (1) require immediate payment of the entire unpaid balance of this Note and all accrued interest without further notice or demand; (2) extend the time for payment of any principal, interest or other amount; (3) renew this Note, in whole or in part; (4) grant a full or partial release or discharge from liability; (5) grant a modification of the rate of interest or any other term of this Note. The remedies are cumulative and not exclusive of any other remedies provided under any other agreement or at law or in equity.

This Note will be construed in all respects and enforced according to the laws of Georgia. If any term of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or render unenforceable such term in any other jurisdiction. The failure of Holder to enforce any one or more of the terms or conditions of this Note will not be deemed a waiver of such terms or conditions or of Holder's rights to enforce any term and condition of this Note. The Maker will pay all reasonable attorneys' fees and other expenses that Holder may incur in connection with the collection or enforcement of this Note or the preservation or disposition of any Collateral. Maker waives the right to a trial by jury in any action in connection with this Note. This waiver is knowingly, willingly and voluntarily made by each Maker. Maker warrants that no representations of fact or opinion have been made by any individual to induce this waiver. Maker represents that Maker had the opportunity to be represented by independent legal counsel selected of Maker's own free will, and that Maker has had the opportunity to discuss this waiver with Maker's counsel.

The Maker will submit monthly financial information to Holder, such as an income statement balance sheet, and supporting documents, as Holder requests from time to time and in the format Holder reasonably requires. The Maker represents and warrants to Holder that the loan evidenced by this Note is being made for approved business, commercial or investment purposes associated with the franchised business. The Maker further represents and warrants that the execution of this Note and the performance of the obligations stated herein have been duly authorized by all necessary action in accordance with all applicable laws.

This Note constitutes the entire understanding of the parties and supersedes all prior negotiations, and undertakings of the parties with respect to the subject matter. This Note and any judgment based upon it may be assigned, transferred or negotiated by the Holder to any person at any time without notice to or the consent of the Maker or any guarantor. This Note will be binding upon the heirs, personal representatives, successors and assigns of Maker and will inure to the benefit of Holder, Holder's successors and assigns. The Maker may neither assign nor transfer this Note or any of its rights without the prior written consent of the Holder. This Note may be executed in counterparts, each of which will constitute an original, but all taken together will constitute a single instrument. This Note may be executed or transmitted electronically. Electronic signatures will be deemed valid having the same legal as if it were physically executed. Use of an electronic signature will be consistent with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law.

Intending to be bound by this Note, both Makers affix the signatures, intending to be bound below to signify acceptance on this day___________________.

MAKER:		CO-MAKER	
Signature:	______________________	Signature:	______________________

Printed Name:	____________________	Printed Name:	____________________
Title:	____________________	Title:	____________________

EXHIBIT C

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective on the date set forth in Attachment "A" of this Agreement between IFixScreens.com, a Wyoming corporation ("we", "us" or "our"), and the area developer identified in, and having the principal address set forth in, Attachment "A" of this Agreement (hereinafter "you," "your" or "Area Developer"). If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Agreement.

WITNESSETH:

WHEREAS, we and our affiliate have designed and developed a method of developing and operating technology repair services businesses under the trade name "IFixScreens.com". The businesses ("IFixScreens.com outlet") have distinctive business formats, methods, procedures, designs, layouts, standards and specifications, all of which we may improve, further develop and otherwise modify from time to time. Our system (the "System") includes, but is not limited to, uniform formats, designs, systems, methods, specifications, standards and procedures, all of which may be changed, updated, improved and further developed by us from time to time;

WHEREAS, we and our affiliates have developed and use, promote and license certain trademarks, service marks and other commercial symbols in operating IFixScreens.com outlets, including the mark "IFixScreens.com," which has gained and will continue to gain public acceptance and goodwill, and we may create, use and license other trademarks, service marks and commercial symbols for use in operating IFixScreens.com outlets (collectively, the "Marks");

WHEREAS, we and our affiliates continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service;

WHEREAS, you wish to obtain certain development rights to open and operate IFixScreens.com outlets operating under the Marks under the System within the Development Area described in this Agreement; and

WHEREAS, in addition to this Agreement, we and you have entered into a franchise agreement on the same date ("Initial Franchise Agreement") for the right to establish and operate the first IFixScreens.com outlet to be developed by you under this Agreement ("Initial Business").

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

SECTION 1: GRANT

1.1 We hereby grant to you, pursuant to the terms and conditions of this Agreement, certain development rights ("Development Rights") to establish and operate the number of

IFixScreens.com outlets identified in Attachment "A", and to use the System solely in connection therewith at specific locations to be designated in separate franchise agreements executed as provided in Section 3.1 hereof, and pursuant to the schedule established in Attachment "C" of this Agreement ("Development Schedule"). Each IFixScreens.com outlet developed hereunder shall be located in the area described in Attachment "B" of this Agreement ("Development Area").

1.2 The Initial Franchise Agreement shall be executed and delivered, concurrently with the execution and delivery of this Agreement. Each subsequent IFixScreens.com outlet for which a Development Right is granted hereunder shall be established and operated pursuant to the form of franchise agreement then being used, which is to be entered into between you and us in accordance with Section 3 hereof. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement, except that each shall have the same royalty rate as the Initial Franchise Agreement.

1.3 Except as otherwise provided in this Agreement, we shall not establish, nor franchise anyone other than you to establish, a IFixScreens.com outlet in the Development Area during the term of this Agreement, provided you are not in default hereunder.

1.4 This Agreement is not a franchise agreement and does not grant to you any right to use the Marks or System unless a franchise agreement is in effect.

1.5 You shall have no right under this Agreement to franchise others under the Marks or System.

SECTION 2: DEVELOPMENT FEE

In consideration of the Development Rights granted herein, you shall pay to us a development fee ("Development Fee") in the amount set forth in Attachment "A" of this Agreement, depending on the total number of IFixScreens.com outlets you have agreed to develop. The Development Fee is payable in a lump sum upon execution of this Agreement and is non-refundable, regardless of whether you open any of the IFixScreens.com outlets under this Agreement.

SECTION 3: SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 You shall assume all responsibility and expense for locating potential sites for IFixScreens.com outlets. You shall obtain our written acceptance of any proposed site for the IFixScreens.com outlet in accordance with our procedures, which acceptance will not be unreasonably withheld. Unless we provide our specific written acceptance of your proposed site, the site is deemed not accepted.

3.2 Recognizing that time is of the essence, you agree to exercise each of the Development Rights granted hereunder in the manner specified herein, and to satisfy the Development Schedule in a timely manner. Your failure to adhere to the Development Schedule, will constitute a material event of default under this Agreement for which we may exercise its rights under Section 9.1 and 9.2 of this Agreement. Under no circumstances, however, may you open a IFixScreens.com outlet unless and until there is a fully executed franchise agreement in place for such IFixScreens.com outlet and you have complied with all requirements under the franchise agreement for opening such IFixScreens.com outlet.

3.3 You shall exercise each Development Right granted herein only by executing a franchise agreement for each IFixScreens.com outlet at a site accepted by us in the Development Area. The Initial Franchise Agreement for the first Development Right exercised hereunder has been executed contemporaneously with this Agreement. The franchise agreement for each additional Development Right exercised hereunder shall be the then-current franchise agreement. We will have the number of days listed in the franchise agreement after we receive all needed information to accept or reject your proposed site for each IFixScreens.com outlet. For each accepted IFixScreens.com outlet site, you must execute the then-current franchise agreement and return it to us within fourteen (14) days after your receipt of said franchise agreement. In the event we do not receive the properly executed franchise agreement within said fourteen (14) days from delivery thereof to you, our acceptance of the site shall be void, you shall forfeit rights with respect to said site and you shall be considered in default under this Agreement.

3.4 You acknowledge that our acceptance of a particular site for a IFixScreens.com outlet by us shall not be deemed to be an assurance or guaranty that the IFixScreens.com outlet will operate successfully or at a profit from such site.

SECTION 4: DEVELOPMENT RIGHTS AND OBLIGATIONS

4.1 Subject to the provisions of this Agreement, we grant to you the Development Rights, as described in Section 1.1.

4.2 Provided you are in full compliance with all the terms and conditions of this Agreement, including without limitation your development obligations described in Section 3.2, and you are in full compliance with all of your obligations under all franchise agreements executed pursuant to this Agreement, then during the term of this Agreement neither we nor any of our affiliates will develop or operate or grant franchises for the development or operation of IFixScreens.com outlets within the Development Area, except the franchises that are granted to you pursuant to this Agreement and except as otherwise expressly provided in this Agreement. You acknowledge that that the Development Area may already include existing IFixScreens.com outlets, and that you may not develop a IFixScreens.com outlet that infringes on the territorial rights of a then-existing IFixScreens.com outlets.

4.3 Upon the termination or expiration of this Agreement: (a) you shall have no further right to construct, equip, own, open or operate additional IFixScreens.com outlets which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you and us, which is then in full force and effect; and (b) we and our affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, IFixScreens.com outlets within the Development Area subject only to the territorial rights granted to you with respect to IFixScreens.com outlets operated by you pursuant to the franchise agreements.

4.4 Except as expressly limited by Section 3.2 above, we and our affiliates retain all rights and privileges pertaining to IFixScreens.com outlets, the Marks and the sale of any goods and services, anywhere in the world, including, without limitation, the right:

4.4.1 to offer and sell and to grant others the right to offer and sell the products and services offered at IFixScreens.com outlets, within or outside the Development Area, under trade and service marks other than the Marks and under any terms and conditions we deem appropriate;

4.4.2 to own, franchise, establish and license to others to establish or operate IFixScreens.com outlets at any location outside the Development Area and on any terms and conditions we deem appropriate and regardless of proximity to your IFixScreens.com outlets;

4.4.3 to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Development Area. This includes, but is not limited to, other channels of distribution such as catalog sales, fairs, expos, pet shows and the like, telemarketing or other direct marketing sales or over the Internet (together, the "Alternative Distribution Channels"). You may not use Alternative Distribution Channels to make sales outside or inside your Development Area and you will not receive any compensation for our sales through Alternative Distribution Channels;

4.4.4 to engage in any transaction, including to purchase or be purchased by, to merge or combine with, to convert to the System or be converted into a new system with any business, whether franchised or corporately owned, including a business that competes directly with your IFixScreens.com outlets, wherever located; provided that in such situations, the newly acquired businesses may not operate under the Marks in the Development Area;

4.4.5 the right to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs; and

4.4.6 to engage in any other business activities not expressly prohibited by the Agreement, both within and outside your Development Area.

We are not required to pay you if we exercise any of the rights specified above within the Development Area. We do not pay compensation for soliciting or accepting orders inside the Development Area.

SECTION 5: RENEWAL

There is no automatic renewal period. Upon expiration of this Agreement, you may have the option to enter into our then-current area development agreement, subject to our approval and availability.

SECTION 6: TERM

Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the earlier of: (a) the termination date listed in Section 2 of Attachment "C"; or (b) upon completion of the obligations outlined in the Development Schedule.

SECTION 7: YOUR OBLIGATIONS

7.1 You acknowledge and agree that:

7.1.1 Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of IFixScreens.com outlet and to submit the same to us for our acceptance in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by us to you of any rights to use the Marks, the System, or to open or operate any IFixScreens.com outlets within the Development Area. You shall obtain the license to use such additional rights at each IFixScreens.com outlet upon the execution of each franchise agreement by both you and us and only in accordance with the terms of each franchise agreement.

7.1.2 The Development Rights granted hereunder are personal to you and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as stated in Section 11 hereof. The provisions of this Section 7.1.2 shall not restrict you from transferring an open and operating IFixScreens.com outlet in compliance with the assignment provisions contained in such IFixScreens.com outlet' franchise agreement.

7.1.3 You have sole responsibility for the performance of all obligations arising out of the operation of your IFixScreens.com outlets developed under this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

7.1.4 In all public records, in your relationship with other persons, and in any documents, you shall indicate clearly the independent ownership of your IFixScreens.com outlet and that the operations of said IFixScreens.com outlet are separate and distinct from the operation of your business as an area developer.

7.1.5 You shall, at all times, preserve in confidence any and all materials and information furnished or disclosed to you by us and you shall disclose such information or materials only to such of your employees or agents who must have access to it in connection with their employment. You shall not at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.1.6 You shall comply with all requirements of federal, state and local laws, rules and regulations.

7.1.7 You shall at no time have the right to sub-franchise any of your Development Rights hereunder.

7.1.8 In no event shall any IFixScreens.com outlet be opened for business unless and until a franchise agreement for such IFixScreens.com outlet has been fully executed, all applicable fees (including, but not limited to, the initial franchise fee for such IFixScreens.com outlet) have been paid, and you have complied with all of the requirements under the franchise agreement for opening such IFixScreens.com outlet.

SECTION 8: OUR SERVICES

We shall, at our expense, provide the following services:

8.1 Review your site selection for conformity to our standards and criteria for selection and acquisition of sites upon our receipt of your written request for acceptance thereof.

8.2 Provide you with standard specifications and layouts for the interior and exterior design, improvements, equipment, furnishings, décor and signs identified with the IFixScreens.com outlets as we make available to all area developers and franchisees from time to time.

8.3 Review of your site plan and final build-out plans and specifications for conformity to the construction standards and design specifications of the System, upon our receipt of your written request for acceptance thereof.

8.4 Provide on-site evaluations as we deem necessary, and such other resources and assistance as may hereafter be developed and offered by us to our other area developers in our sole discretion.

SECTION 9: DEFAULT AND TERMINATION

9.1 The occurrence of any of the following events of default shall constitute good cause for us, at our option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement upon notice to you without opportunity to cure the default, except where prohibited by any applicable state or federal law, whereupon this Agreement immediately shall be terminated in accordance with the provisions of any such law:

9.1.1 If you shall, in any respect, fail to comply with the Development Schedule.

9.1.2 If you shall purport to effect any assignment in violation of Section 11 of this Agreement.

9.1.3 If you make, or have made, any material misrepresentation to us in connection with obtaining this Agreement, any site approval hereunder, or any franchise agreement.

9.1.4 If you default in the performance of any obligation under any franchise agreement with us, provided such default results in the termination of the franchise agreement.

9.1.5 If you suffer a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of any IFixScreens.com outlet developed under this Agreement, and permit the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule or regulation, and you promptly resort to courts or forums of appropriate jurisdiction to contest such violation or legality.

9.1.6 If you, or any of your partners, if you, as a partnership, corporation or limited liability company, or any of your officers, directors, shareholders, or members, become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against you or your property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days; or if your real or personal property shall be sold after levy thereupon by any sheriff, marshal, or constable.

9.1.7 If you, or any shareholder or principal, if you are a corporate entity, or any of your affiliates cease to operate all of the IFixScreens.com outlets opened pursuant to the terms of this Agreement.

9.1.8 If you, or any shareholder or principal, fail to maintain the financial capacity and necessary skills and experience to meet the Development Requirements and timely develop and operate the IFixScreens.com outlets required to be opened and operated under this Agreement based upon criteria established by us from time to time.

9.2 Upon occurrence of any of the events stated in this Section 9.2, we shall have the right, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, to terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or such other notice as may be required by applicable state law) is given by us to you of any of such events, unless such defaults are cured within such period:

9.2.1 If you shall use the System or Marks, or any other names, marks, systems, insignia, symbols or rights which are our property except pursuant to, and in accordance with, a valid and effective franchise agreement.

9.2.2 If you, or persons controlling, controlled by or under common control with you, shall have any interest, direct or indirect, in the ownership or operation of any Competitive Business (as defined in Section 12 below).

9.2.3 If you shall fail to remit to us any payments pursuant to Section 2 when same are due.

9.2.4 If you shall begin work upon any IFixScreens.com outlet at any site unless all the conditions stated in Section 3 hereof have been met.

9.2.5 If you fail to obtain our prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement.

9.2.6 If you open any IFixScreens.com outlet for business before a franchise agreement for such IFixScreens.com outlet has been fully executed and the payments due to us pursuant to Section 2 have been paid.

9.2.7 If you default in the performance of any other obligation under this Agreement.

SECTION 10: OBLIGATIONS FOLLOWING TERMINATION

10.1 Upon termination of this Agreement becoming effective for any reason, or upon expiration of the term hereof, you agree as follows:

10.1.1 To cease immediately any attempts to select sites on which to establish IFixScreens.com outlets.

10.1.2 To cease immediately to hold yourself out in any way as an area developer of ours or to do anything which would indicate a relationship between you and us.

10.2 No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or in equity.

SECTION 11: TRANSFER OF INTEREST

11.1 We shall have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes our obligations under this Agreement and we shall thereby be released from any and all further liability to you.

11.2 Area Developer may not assign this Agreement or any rights to the Development Area. The provisions of this Section shall not restrict Area Developer from transferring an open and operating IFixScreens.com outlet in compliance with the assignment provisions contained in such IFixScreens.com outlet' franchise agreement.

SECTION 12: COVENANTS

12.1 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable training and confidential information, including, without limitation, System standards, market research, advertising and promotional campaigns, approved suppliers, operating results of IFixScreens.com outlets, the terms of this Agreement, the IFixScreens.com outlet franchise operations manual, and graphic designs and other intellectual property. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you and persons controlling, controlled by or under common control with you shall not, either directly or indirectly, for yourself/himself, or through, on behalf of or in conjunction with any person, persons or legal entity:

12.1.1 Divert or attempt to divert any business or client of the IFixScreens.com outlet to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

12.1.2 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any business other than an IFixScreens.com outlet (including any IFixScreens.com outlet operated by you prior to entry into this Agreement), which business is of a character and concept similar to an IFixScreens.com outlet, including a business which offers technology repair services focused in the field of mobile technology device repair similar to or offered by IFixScreens.com outlets or any business which grants franchises or licenses to others to operate such a business (a "Competitive Business").

12.2 You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any Competitive Business which is located within five (5) miles of any IFixScreens.com outlet in the System.

12.3 Subsections 12.1.3 and 12.2 of this Section shall not apply to ownership by you of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered and publicly traded under the Securities Exchange Act of 1934.

12.4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 12 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 12.

12.5 You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant stated in Sections 12.1 and 12.2 or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 16 hereof.

12.6 You expressly agree that the existence of any claim you may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section 12.

12.7 You acknowledge that any failure to comply with the requirements of this Section 12 would cause us irreparable injury for which no adequate remedy at law may be available, and you hereby accordingly consent to our seeking injunctive and other equitable relief, without the need of bond, and without first requesting mediation or arbitration against you, from any state or federal court within the jurisdiction in which we have our principal place of business (currently Fulton County, Georgia), or in any other state or federal district court of competent jurisdiction. We may further avail ourselves of any other legal or equitable rights and remedies which we may have under this Agreement or otherwise. You consent to the exercise of personal jurisdiction over you by these courts, and to the propriety of venue in these courts with respect to the entry of these temporary and permanent injunctions.

12.8 At our request, you shall require and obtain the execution of covenants similar to those described in this Section 12 (including covenants applicable upon the termination of a person's relationship with you) from any or all of the following persons:

12.8.1 All managers of yours who have received training from us;

12.8.2 All officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of you and of any entity directly or indirectly controlling you, if you are a corporation or limited liability company; and

12.8.3 The general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if you are a partnership.

Each covenant required by this Section 12.8 shall be in a form satisfactory to us, including, without limitation, specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them. Your failure to obtain execution of a covenant required by this Section 12.8 shall constitute a default under Section 9 hereof.

12.9 During the term of this Agreement, an officer or agent of ours shall have the right to inspect any IFixScreens.com outlet in which you have an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section 12 are being satisfied. If, by reason of such inspections or otherwise, we have reason to believe that you are not in full compliance with the terms of this Section, we shall give notice of such default to you, specifying the nature of such default. If you deny that you are in default hereunder, as specified by us, you shall have the burden of establishing that such default does not exist and shall give notice to us of your position within ten (10) days of receipt of the notice from us. Unless you so deny such default, you shall immediately take all steps to cure said default in a manner satisfactory to us.

SECTION 13: NOTICES

Any and all notices required or permitted under this Agreement will be in writing and will be deemed to have been duly given upon the earlier of (i) when received (or first rejection); (ii) one (1) business day after placement with a reputable national overnight carrier; or (iii) three (3) business days after deposit (not including the day of deposit), if placed in the mail for delivery by certified mail, postage pre-paid, and, in the cases of clauses (ii) or (iii), addressed to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	IFixScreens.com 1311 W Spring St, Suite B Monroe, GA 30655
Notices to you:	Notice Address set forth in Attachment "A" of this Agreement

Any notice by certified or registered mail, email, or other electronic means shall be deemed to have been given at the date and time of mailing or sending.

SECTION 14: INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other.

14.2 You shall hold yourself out to the public to be an independent contractor operating pursuant to this Agreement. You agree to take such actions as shall be necessary to that end.

14.3 You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name. We expressly disclaim any and all liability for, and shall not be deemed liable by reason of, any act or omission of yours or any claim or judgment arising therefrom. You shall indemnify and hold us and our affiliates, and our respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (the "Indemnified Parties") from and against, and to reimburse any one or more of the Indemnified Parties for, any and all claims, obligations and damages directly or indirectly arising out of the business you conduct under this Agreement, your violation or breach of any contract, federal, state, or local law, regulation, ruling, standard, or directive or of any industry standard; libel, slander or any other form of defamation by you, or your breach of this Agreement. For purposes of this indemnification, “claims” include all obligations, damages (actual, consequential, punitive or otherwise) and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants’, arbitrators’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, and other expenses of litigation, arbitration or alternative dispute resolution, including travel and living expenses, regardless of whether litigation, arbitration or alternative dispute resolution is commenced.

Each Indemnified Party may defend and control the defense of any claim against it which is subject to this indemnification at your expense, and you may not settle any claim or take any other remedial, corrective or other actions relating to any claim without our prior written consent. Additionally, an Indemnified Party may, at any time, settle any claim against it for which it is entitled to seek indemnity, and you shall reimburse the Indemnified Party for any amount that the Indemnified Party paid under the settlement terms. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from an insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you.

SECTION 15: APPROVALS

15.1 Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing.

15.2 We make no warranties or guaranties upon which you may rely, and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advise, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

SECTION 16: NON-WAIVER

No failure of ours to exercise any power reserved to us under this Agreement or to insist upon compliance by you with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our rights to demand exact compliance with the terms of this Agreement. Our waiver of any particular default shall not affect or impair our right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants of this Agreement affect or impair our rights, nor shall such constitute a waiver by us of any rights hereunder or rights to declare any subsequent breach or default.

SECTION 17: SEVERABILITY AND CONSTRUCTION

17.1 Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The provisions of this Agreement shall be deemed severable.

17.2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which we are a party, you expressly agree to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

17.3 Nothing in this Agreement shall confer upon any person or legal entity other than us or you, and such of our respective successors and assigns as may be contemplated by Section 11 hereof, any rights or remedies under or by reason of this Agreement.

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

17.5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all those executing this Agreement on your behalf.

17.6 This Agreement may be executed in triplicate, or such other number as is required, and each copy of the executed Agreement shall be deemed an original.

SECTION 18: ENTIRE AGREEMENT; APPLICABLE LAW

This Agreement, the documents referred to herein and the Attachments attached hereto constitute the entire, full and complete agreement between us and you concerning the subject matter hereof and supersede any and all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement shall be interpreted and construed under the laws of the State of Georgia without regard to the application of Georgia conflict of law rules, and the parties hereto consent to irrevocably submit to the jurisdiction of all courts located within the County of Fulton.

SECTION 19: DISPUTE RESOLUTION

19.1 We and you acknowledge that during the term of this Agreement disputes may arise between the parties that may be resolvable through mediation. To facilitate such resolution, we and you agree that each party shall submit the dispute between them for non-binding mediation before commencing an arbitration proceeding under Section 19.3. Such mediation will be conducted in the city of or closest to our principal place of business (currently Monroe, Georgia). The mediation will be conducted by one (1) mediator who is appointed under the American Arbitration Association's Commercial Mediation Rules and who shall conduct the mediation in accordance with such rules. We and you agree that statements made by us, you or any other party in any such mediation proceeding will not be admissible in any arbitration or other legal proceeding. Each party shall bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate in the mediation.

19.2 If any dispute between the parties cannot be resolved through mediation within thirty (30) days following the appointment of the mediator, the parties agree to submit such dispute to arbitration subject to the terms and conditions of Section 19.3.

19.3 Except for certain claims subject to injunctive relief under Sections 12 or 19.4, all disputes, claims and controversies between the parties arising under, in connection with, or related to this Agreement, its formation, performance or interpretation (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be submitted to final and binding arbitration in the city of or closest to our principal place of business (currently Monroe, Georgia) as the sole and exclusive remedy for any such controversy or dispute. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Georgia Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement. Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

19.4 With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you and your owners hereby irrevocably submit themselves to the jurisdiction of the state and federal courts with jurisdiction in the city where our principal place of business is located (currently Monroe, Georgia). You and your owners hereby consent to and waive all objections to personal jurisdiction and venue for the purpose of carrying out this provision. You and your owners hereby agree that service of process may be made upon you and any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by applicable State or federal law. You and your owners agree that mandatory venue for any proceeding relating to or arising out of this Agreement shall be in the city of or closest to our principal place of business (currently Monroe, Georgia); provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any state or federal district court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under Georgia law.

19.5 You, your owners and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.4 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Each of you, your owners and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

19.6 You, your owners and we acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in Fulton County, Georgia.

19.7 You, your owners and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

19.8 If we are required to enforce this Agreement in a judicial or arbitration proceeding, you shall reimburse us for our costs and expenses, including, without limitation, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Agreement, you shall reimburse us for any of the above-listed costs and expenses incurred by us.

SECTION 20: TIMELY PERFORMANCE

You hereby acknowledge that your timely development of the IFixScreens.com outlets in the Development Area in accordance with the Development Schedule is of material importance to us and you. You agree, as a condition of the continuance of the rights granted hereunder, to develop and open IFixScreens.com outlets within the Development Area in accordance with the Development Schedule, to operate such IFixScreens.com outlets pursuant to the terms of the franchise agreements applicable thereto, and to maintain all such IFixScreens.com outlets in operation continuously. We agree to diligently act upon any request of or approval from you and any material delay in your ability to meet the Development Schedule which is directly caused by our failure to act diligently upon a request for approval shall not constitute a default hereunder. In the event that you are unable to comply with the Development Schedule due to act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), terrorist event, riot, epidemic, fire or other catastrophe, act of any government and any other similar cause which is beyond your control and cannot be overcome by use of normal commercial measures ("Force Majeure"), then upon written notice to us, the Development Schedule and this Agreement shall be extended for a corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Agreement during or after the Force Majeure event.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective on the effective date specified in Attachment "A" of this Agreement.

IFIXSCREENS.COM

By: ________________________________

Name: ______________________________

Title: _______________________________

AREA DEVELOPER

____

By: ________________________________

Name: ______________________________

Title: _______________________________

ATTACHMENT "A"
DATA SHEET

1. Effective Date: ________________________.

2. Area Developer: ____

3. Area Developer's Principal Address:

   Attn: ____________________
   ____
   ____
   ____

4. Development Fee. The Development Fee, as set forth in Section 2 of the Area Development Agreement, is as follows:

Development Fee	Select
Fee for two IFixScreens.com outlets: [_____]	
Fee for three IFixScreens.com outlets: [_____]	
Fee for four IFixScreens.com outlets: [_____]	
Fee for five IFixScreens.com outlets : [_____]	

AREA DEVELOPER

____

By: _______________________________

Name: _____________________________

Title: ______________________________

IFIXSCREENS.COM

By: _______________________________

Name: _____________________________

Title: ______________________________

ATTACHMENT "B"
DEVELOPMENT AREA

The Development Area set forth in Section 1.1 of this Agreement shall be the geographic area described below and/or as depicted on the following map:

AREA DEVELOPER	**FRANCHISOR**
______________________________	**IFIXSCREENS.COM**
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________

ATTACHMENT "C"
DEVELOPMENT SCHEDULE

1. The total number of IFixScreens.com outlets to be developed under this Agreement (including the Initial Business): _______.

2. The termination date of this Agreement shall be the earlier of the date the Development Schedule is complete or _________________________________.

3. Development Schedule:

IFixScreens.com Franchise	Development Period Ending Date	Franchise Agreement Execution Deadline
1		Date of execution of Area Development Agreement
2		
3		
4		
5		

AREA DEVELOPER

____

By: _________________________________

Name: _______________________________

Title: ________________________________

FRANCHISOR

IFIXSCREENS.COM

By: _________________________________

Name: _______________________________

Title: ________________________________

ATTACHMENT "D"
STATEMENT OF OWNERSHIP

Area Developer:____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

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.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: ____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners*:

Name	Address	Percentage Owned

***If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals**.

Use additional sheets if necessary. Any and all changes to the above information must be reported to IFixScreens.com in writing.

AREA DEVELOPER

____

By: __________________________________

Name: ________________________________

Title: ________________________________

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: ______________________________
Notice Address: ________________________
____
____
Telephone:______________________________

Franchisor: IFixScreens.com
Notice Address:
Telephone:

Tenant: ________________________________

Leased Premises: ____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a IFixScreens.com business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the right (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall provide Franchisor with a written copy of any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord in writing within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor or its affiliate, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease unless otherwise agreed by Landlord. If Franchisor or its affiliate becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the IFixScreens.com brand. Any provision of the Lease which limits Tenant's right to own or operate other IFixScreens.com outlets in proximity to the Leased Premises shall not apply to Franchisor or to its affiliates.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

TENANT:

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISOR:

IFIXSCREENS.COM

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

Exhibit E

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of IFixScreens.com, a Wyoming Corporation ("Franchisor").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Franchisor, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants 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 cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Franchisor reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to by:

____
Name: __________________________
Date: ___________________________

EXHIBIT F

FINANCIAL STATEMENTS

UNAUDITED FINANCIAL STATEMENTS AS OF OCTOBER 31, 2024

THESE FINANCIAL STATEMENTS ARE 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 HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

IFIXSCREENS.COM
BALANCE SHEET
AS OF
OCTOBER 31, 2024

ASSETS

Current Assets		
Cash in bank	$	12,000
		-
Total Assets	$	12,000

LIABILITIES AND SHAREHOLDER'S EQUITY

Long-Term Liabilities		
Shareholder's Loan	$	33,352
Shareholder's Equity		
Common Stock		2,000
Retained Earnings		(23,352)
		(21,352)
Total Liabilities and Shareholder's Equity	$	12,000

IFIXSCREENS.COM
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED OCTOBER 31, 2024

Revenue	
Revenue	$ -
Cost of Sales	-
Gross Profit	-
Operating Expense	
Legal & Professional Fees	18,925
Advertising & Marketing Expense	3,200
SGA Expenses	864
Total Operating Expense	22,989
Net Income From Operations	(22,989)
Other Income (Expense)	
Total Other Income (Expense)	-
Net Income Before Provision for Income Tax	(22,989)
Provision for Income Taxes	-
Net Income (Loss)	$ (22,989)

Unaudited Profit & Loss Statement as of October 31, 2024

IFIXSCREENS.COM

Financial Statements For The Year Ended December 31, 2023

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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TABLE OF CONTENTS

NAPER CPA GROUP
924 W. 75th Street
Suite 120 - 189
Naperville, IL 60565
+1 (815) 348-2421
omar@napercpa.com

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of IFIXSCREENS.COM

Opinion

We have audited the financial statements of IFIXSCREENS.COM (the "Company"), which comprise the Balance Sheet as of December 31, 2023, the related Profit & Loss Statement, the related Statement of Cashflows, the related Statement of Shareholders' Equity, and the related notes for the twelve-month period then ended. (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023, and the results of its operations and its cash flows for the twelve-month period ended December 31, 2023 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 the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of 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 the Company's ability to continue as a going concern for 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 of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the 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.

NAPER CPA GROUP

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- 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 the Company'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 the Company'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.

Omar Alnuaimi, CPA

Naperville, IL
May 27, 2024

IFIXSCREENS.COM
BALANCE SHEET
DECEMBER 31, 2023

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	$ 2,000
TOTAL CURRENT ASSETS	2,000
NON-CURRENT ASSETS	
TOTAL NON-CURRENT ASSETS	-
TOTAL ASSETS	2,000
LIABILITIES AND OWNER'S EQUITY	
CURRENT LIABILITIES	
TOTAL CURRENT LIABILITIES	-
NON-CURRENT LIABILITIES	
Due to Shareholders	23,352
TOTAL NON-CURRENT LIABILITIES	23,352
TOTAL LIABILITIES	23,352
SHAREHOLDER'S EQUITY	
SHAREHOLDER'S EQUITY	
Common Stock	2,000
Retained Earnings	(23,352)
TOTAL SHAREHOLDERS' EQUITY	(21,352)
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 2,000

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

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IFIXSCREENS.COM
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2023

Revenue	
Revenue	$ -
Cost of Sales	-
Gross Profit	-
Operating Expense	
Legal & Professional Fees	18,925
Advertising & Marketing Expense	3,200
SGA Expenses	864
Total Operating Expense	22,989
Net Income From Operations	(22,989)
Other Income (Expense)	
Total Other Income (Expense)	-
Net Income Before Provision for Income Tax	(22,989)
Provision for Income Taxes	-
Net Income (Loss)	$ (22,989)

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

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IFIXSCREENS.COM
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

OPERATING ACTIVITIES	
Net Income	$ (22,989)
Non-Cash Adjustments	
Changes in Current Assets	-
Changes in Current Liabilities	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(22,989)
INVESTING ACTIVITIES	
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-
FINANCING ACTIVITIES	
Due to Shareholders	22,989
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	22,989
NET INCREASE (DECREASE) IN CASH	-
CASH AT BEGINNING OF PERIOD	2,000
CASH AT END OF PERIOD	$ 2,000

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

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IFIXSCREENS.COM
STATEMENT OF SHAREHOLDERS' EQUITY
DECEMBER 31, 2023

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2022	$ 1,637	$ -	$ 1,637
Net Income For The Period Ended December 31, 2023	-	(22,989)	(22,989)
Equity Contributions (Distributions)	-	-	-
Balance, December 31, 2023	**$ 1,637**	**$ (22,989)**	**$ (21,352)**

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

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NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

IFIXSCREENS.COM (the "Company") was incorporated under the laws of the State of Wyoming for the purpose of offering franchise opportunities to entrepreneurs who want to own their own "IFIXSCREENS" location, as a franchise.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates
The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents
Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Franchisee Receivables
The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions and training fees charged to franchisees. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of $0 was necessary as of December 31, 2023. Franchisee bad debt expense was $0 for the year ended December 31, 2023. Franchisee amounts written off were $0 for the year ended December 31, 2023.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fixed Assets and Depreciation
Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2023, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments
Financial Accounting Standards Board ("FASB") guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2023, the carrying amounts of the Company's financial assets and liabilities reported in the balance sheets approximate their fair value.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Unearned Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

The Company sustained net operating losses during fiscal year 2023. Net operating losses will be carried forward to reduce taxable income in future years. Due to management's uncertainty as to the timing and valuation of any benefits associated with the net operating loss carryforwards, the Company has elected to recognize an allowance to account for them in the financial statements but has fully reserved it. Under current law, net operating losses may be carried forward indefinitely.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2023, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

On May 24, 2024, an additional cash investment of $10,000 was made by the owners into the company, increasing the Cash and Cash Equivalents balance to $12,000.

Management has evaluated subsequent events through May 27, 2024, the date on which the financial statements were available to be issued. Management has determined that none of the events (other than those identified above) occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

EXHIBIT E

BRAND STANDARDS MANUAL TABLE OF CONTENTS

Manual Section	Number of Pages
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	24
Selling & Marketing	22
Total Number of Pages	**191**

EXHIBIT H

CURRENT AND FORMER FRANCHISEES

LIST OF FRANCHISEES AS OF DECEMBER 31, 2023

NONE

LIST OF FORMER FRANCHISEES

NONE

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

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

1. 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.

2. 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.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. OUR WEBSITE, www.iFixScreens.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT www.dfpi.ca.gov.

5. The following is added to the end of Item 3:

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

6. The following language is added to the "Remarks" column of the line-item titled "Interest and Late Charges" in Item 6:

   The highest interest rate allowed under California law is 10% annually.

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

   - The 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.

   - 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.).

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

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

- The Franchise Agreement requires binding arbitration. The arbitration will occur at Winston-Salem, NC with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (including Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

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

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

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

11 California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

12. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates or other franchisees (also known as a no-poach/non-solicitation provision) in the Nondisclosure, Nonsolicitation and Noncompetition Agreement that is disclosed in Item 17, rows q and r.

FOR THE STATE OF CONNECTICUT

1. ITEM 3 is amended to read as follows:

- Neither the Franchisor nor any person identified in ITEMS 1 or 2 above (A) Has, at any time during the previous seven fiscal years, been convicted of a felony or pleaded nolo contendere to a felony charge if such felony involved fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade; (B) has, at any time during the previous seven fiscal years, been held liable in a civil action resulting in a final judgment or has settled out of court any civil action or is a party to any civil action (i) involving allegations of fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property, or restraint of trade, or (ii) which was brought by a present or former purchaser-investor and which involves or involved the business opportunity relationship; (C) is subject to any currently effective state or federal agency or court injunctive or restrictive order, or is a party to a proceeding currently pending in which such order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade. The statement required by this subdivision shall include the identity and location of the court or agency; the date of conviction, judgment, or decision; the penalty imposed; the damages assessed; the terms of settlement or the terms of the order and the date, nature, and issuer of each such order or ruling. A seller may include a summary opinion of counsel as to any pending litigation but only if counsel's consent to use such opinion is included in the disclosure statement.

- Neither the Franchisor nor any person identified in ITEMS 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

- Neither the Franchisor nor any other person identified in ITEMS 1 or 2 above has during the 7 year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

- Neither the Franchisor nor any person identified in ITEMS 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

- Neither Company nor any person identified in ITEM 2 above 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) suspending or expelling these persons from membership in the association or exchange.

2. ITEM 4 is amended to read as follows:

- During the 7-year period immediately before of the Disclosure Document neither Company or affiliate or current officer or general partner of Company has: (A) Filed in bankruptcy; (B) been adjudged bankrupt; (C) been reorganized due to insolvency; or (D) been a principal, director, executive officer or partner of any other person that has so filed or was so adjudged or reorganized, during or within one year after the period that such person held such position with such other person. If so, the seller shall set forth the name and location of the person having so filed or having been so adjudged or reorganized, the date and any other material facts.

- During the 7 year period immediately before the date of the Disclosure Document neither Company nor Affiliate, or current officer or general partner of Company, has (a) filed as debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that ever filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code, or that obtained a discharge of its debts under the Bankruptcy Code during or within 1 year after the officer or general partner of Company held this position in the debtor company.

FOR THE STATE OF HAWAII

1. The Franchise Agreement has been amended as follows:

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

   The Franchise Agreement requires franchisee to sign a general release as a condition of renewal or transfer of the franchise and as a condition to receive a refund of a portion of the franchise fee following a termination of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.

   The Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

2. The Receipt Pages are amended to add the following:

   THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

   THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

   THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR

A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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

FOR THE STATE OF ILLINOIS

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' right 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.

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

FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add the following:

   - Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. ITEMS 6 and 9 of the Disclosure Document is amended to add the following:

   - The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. ITEM 17 of the Disclosure Document is amended to add the following:

   - Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

   - Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

   - ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

   - ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

   - ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

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

FOR THE STATE OF MARYLAND

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

> Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. (The form of general release that we currently intend to use in connection with transfers and renewals is attached as Exhibit 4 to the Franchise Agreement, which appears in Exhibit A to this Franchise Disclosure Document.)

2. The following language is added to the end of the "Summary" sections of Item 17(h), entitled "Cause" defined – non-curable defaults:

> The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The "Summary" sections of Item 17(v), entitled Choice of forum are amended to add the following:

> , and to the extent required by the Maryland Franchise Registration and Disclosure Law, you may bring an action in Maryland.

4. The "Summary" sections of Item 17(w), entitled Choice of law, are deleted in their entirety and the following is substituted in their place:

> Georgia law generally applies, except for the Federal Arbitration Act, other federal law, and claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following language is added to the end of the chart in Item 17:

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

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

FOR THE STATE OF MINNESOTA

1. Item 6 of the Franchise Disclosure Document is amended as follows:

- With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. 604.113, which places a cap of $30 on service charges which include insufficient funds fees.

2. The following is added at the end of the chart in Item 17:

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

- Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, Area Development Agreement or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulation or provision in the Area Development Agreement or Franchise Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

- Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

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

FOR THE STATE OF NEW YORK

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

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

2. The following is to be added at the end of Item 3:

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**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), entitled "**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), entitled "**Choice of forum**", and Item 17(w), entitled "**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.

6. Franchise Questionnaires and Acknowledgments -- No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person

acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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

FOR THE STATE OF NORTH DAKOTA

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

> ; provided, however, that this general release shall not apply to the extent prohibited by the North Dakota Franchise Investment Law (as amended).

2. The following language is added to the end of the "Summary" section of Item 17(r), entitled Non-competition covenants after the franchise is terminated or expires:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

3. The following language is added to the end of the "Summary" section of Item 17(v), entitled Choice of forum:

> , however, to the extent required by applicable law, you may bring an action in North Dakota.

4. The "Summary" section of Item 17(w), entitled Choice of law, is deleted and replaced with the following language:

> Except for federal law, to the extent required by law, North Dakota law applies.

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

FOR THE STATE OF RHODE ISLAND

1. The "Summary" section of Item 17(v), entitled Choice of forum, is deleted and replaced with the following language:

> Subject to arbitration obligations, litigation must be in the Fulton County District Court or the United States District Court for the Northern District of Georgia, except as otherwise required by applicable law for claims arising under the Rhode Island Franchise Investment Act. Section 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."

2. The "Summary" section of Item 17(w), entitled Choice of law, is deleted and replaced with the following language:

> Except for federal law, Georgia law controls, except as otherwise required by law for claims arising under the Rhode Island Franchise Investment Act. Section 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."

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

<u>FOR THE COMMONWEALTH OF VIRGINIA</u>

The following language is added to the end of the "Summary" section of Item 17.h., entitled <u>"Cause" defined – non-curable defaults</u>:

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

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

FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

A surety bond in the amount of $100,00 has been obtained by the Franchisor. The Washington Securities Division has made the issuance of the franchisor's permit contingent upon the Franchisor maintaining surety bond coverage acceptable to the Administrator until (a) all Washington Franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offing circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.

The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Carefully evaluate any information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _______________ day of ____________________________________ 20______.

________________________________	________________________________
FRANCHISOR	FRANCHISEE

This addendum may also be used as a rider to the Franchise Disclosure Document.

FOR THE STATE OF WISCONSIN

ITEM 17 of the Franchise Disclosure Document is amended to add the following:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

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

EXHIBIT J

STATE ADDENDA TO AGREEMENTS

THE FOLLOWING PAGES ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE IFIXSCREENS.COM
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER is made by and between IFixScreens.com ("Franchisor"), a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 and ____________________________________ ("Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ____________________________ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the franchise offer or sales activity occurred in Illinois and the IFixScreens.com Business will be located in Illinois, and/or (b) Franchisee is an Illinois resident.

2. **GOVERNING LAW**. Section 18.8 of the Franchise Agreement is deleted and replaced with the following:

Illinois law governs this Agreement.

3. **CONSENT TO JURISDICTION**. Section 18.8 of the Franchise Agreement is amended to add the following language at the end:

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

4. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. The following language is added at the end of Section 17.1 of the Franchise Agreement:

HOWEVER, THIS WAIVER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY SECTION 705/41 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987 OR ILLINOIS REGULATIONS AT SECTION 260.609.

5. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added as a new Section 19 of the Franchise Agreement:

6. **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 any provision of the Act or any other law of Illinois is void. However, that Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provision of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

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

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISEE

____
(Individual, Partnership or Corporation Name)

By: ______________________________

Title: _____________________________

By: ______________________________

Title: _____________________________

PERSONAL GUARANTORS

____

____

FRANCHISOR

IFIXSCREENS.COM

By: ______________________________

Title: _____________________________

RIDER TO THE IFIXSCREENS.COM
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER is made by and between IFixScreens.com ("Franchisor"), a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 and ___________________________________ ("Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ___________________________ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of Maryland, or (b) the IFixScreens.com Business that Franchisee will operate under the Franchise Agreement will be located in Maryland.

2. **RELEASES**. The following language is added to the Franchise Agreement:

> Pursuant to COMAR 02.02.08.16L, such a general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW**. The following language is added to the end of Section 18.8 of the Franchise Agreement:

> However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **CONSENT TO JURISDICTION**. The following language is added at the end of Section 18.8 of the Franchise Agreement:

> Notwithstanding the foregoing, Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **LIMITATION OF CLAIMS**. The following sentence is added to the end of Section 17.4 of the Franchise Agreement:

> , except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

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

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISEE

____
(Individual, Partnership or Corporation Name)

By: ________________________________

Title: ______________________________

By: ________________________________

Title: ______________________________

PERSONAL GUARANTORS

____

____

FRANCHISOR

IFIXSCREENS.COM

By: ________________________________

Title: ______________________________

RIDER TO THE IFIXSCREENS.COM
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER is made by and between IFixScreens.com ("Franchisor"), a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 and ___________________________________ ("Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ___________________________ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the IFixScreens.com Business that Franchisee will operate under the Franchise Agreement will be located in Minnesota, or (b) any of the franchise offer or sales activity occurred in Minnesota.

2. **RELEASES**. The following language is added to the Franchise Agreement:

> However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law with respect to claims arising under Minn. Rule 2860.4400D.

3. **TERMINATION**. The following language is added to the end of Section 14 the Franchise Agreement:

> However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

4. **GOVERNING LAW**. The following language is added to the end of Section 18.8 of the Franchise Agreement:

> Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under Minnesota Statutes Chapter 80C or Franchisee's right to any procedure, forum, or remedies that the laws of the jurisdiction provide.

5. **CONSENT TO JURISDICTION**. The following language is added to the end of Section 18.8 of the Franchise Agreement:

> Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under Minnesota Statutes Chapter 80C or Franchisee's rights to any procedure, forum, or remedies that the laws of the jurisdiction provide.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Section 17.1 of the Franchise Agreement is deleted in its entirety.

7. **LIMITATION OF CLAIMS**. The following sentence is added to the end of Section 17.4 of the Franchise Agreement:

> Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

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

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISEE

____
(Individual, Partnership or Corporation Name)

By: ______________________________

Title: _____________________________

By: ______________________________

Title: _____________________________

PERSONAL GUARANTORS

____

____

FRANCHISOR
IFIXSCREENS.COM

By: ______________________________

Title: _____________________________

RIDER TO THE IFIXSCREENS.COM
FRANCHISE AGREEMENT
STATE OF NEW YORK

THIS RIDER is made by and between IFixScreens.com ("Franchisor"), a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 and ___________________________________ ("Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ________________________________ (the "Franchise Agreement"). This Rider is being signed because (a) Franchisee is a resident of New York and the IFixScreens.com Business that Franchisee will operate will be located in New York, or (b) any of the franchise offer or sales activity occurred in New York.

2. **RELEASES**. The following language is added to the Franchise Agreement:

> Notwithstanding the foregoing, all rights Franchisee enjoys and any causes of action arising in Franchisee's 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 the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

3. **TRANSFER BY FRANCHISOR**. The following language is added to the end of Section 15.1 of the Franchise Agreement:

> However, to the extent required by applicable law, no transfer will be made except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume Franchisor's obligations under this Agreement.

4. **TERMINATION BY FRANCHISEE**. The following language is added to the end of Section 15.2 of the Franchise Agreement:

> Franchisee may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **GOVERNING LAW/CONSENT TO JURISDICTION**. The following language is added at the end of Section 18.8 of the Franchise Agreement:

> However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

6. **LIMITATION OF CLAIMS**. The following sentence is added to the end of Section 17.4 of the Franchise Agreement:

To the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in Franchisee's 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

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

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISEE

____
(Individual, Partnership or Corporation Name)

By: __________________________________

Title: ________________________________

By: __________________________________

Title: ________________________________

PERSONAL GUARANTORS

____

____

FRANCHISOR
IFIXSCREENS.COM

By: __________________________________

Title: ________________________________

RIDER TO THE IFIXSCREENS.COM
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER is made by and between IFixScreens.com ("Franchisor"), a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 and ___________________________________ ("Franchisee").

1. **BACKGROUND**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ___________________________ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of Rhode Island and the IFixScreens.com Business that Franchisee will operate will be located in Rhode Island, or (b) any of the franchise offer or sales activity occurred in Rhode Island.

2. **GOVERNING LAW/CONSENT TO JURISDICTION**. The following language is added at the end of Section 18.8 of the Franchise Agreement:

> Section 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." To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

[Signature Page Follows]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISEE

____
(Individual, Partnership or Corporation Name)

By: ___________________________________

Title: _________________________________

By: ___________________________________

Title: _________________________________

PERSONAL GUARANTORS

____

____

FRANCHISOR

IFIXSCREENS.COM

By: ___________________________________

Title: _________________________________

THE FOLLOWING PAGES ARE STATE-SPECIFIC RIDERS TO THE DEVELOPMENT AGREEMENT

RIDER TO THE IFIXSCREENS.COM
DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER entered into this day of ______________between: (i) IFixScreens.com, a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 ("Franchisor"); and (ii) a _______________________________, with a principal business address at ____("Developer").

1. **BACKGROUND**. Franchisor and Developer are parties to that certain Development Agreement dated _______________________ (the "Development Agreement"). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) any of the franchise offer or sales activity relating to the Development Agreement occurred in Illinois and the IFixScreens.com Businesses that Developer will develop under the Development Agreement will be located in Illinois, or (b) Developer is an Illinois resident.

2. **GOVERNING LAW.** Section 18 of the Development Agreement is hereby amended to read as follows:

Illinois law governs this Agreement.

3. **CONSENT TO JURISDICTION.** The following language is added to the end of Section 18 of the Development Agreement:

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

4. **WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES AND JURY TRIAL**. The following language is added to the end of Section 19.7 of the Development Agreement:

> HOWEVER, THIS WAIVER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY SECTION 705/41 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987 OR ILLINOIS REGULATIONS AT SECTION 260.609.

5. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added as a new Section 21 of the Development Agreement:

> **21. Waivers Void**. 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 any provision of the Act or any other law of Illinois is void. However, that Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any provision of the Act, nor shall

it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

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

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

DEVELOPER

____
(Individual, Partnership or Corporation Name)

By: ________________________________
Print Name:__________________________
Title: _______________________________

FRANCHISOR
IFIXSCREENS.COM
By: ________________________________
Print Name:__________________________
Title: _______________________________

RIDER TO THE IFIXSCREENS.COM
DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

THIS RIDER entered into this day of ______________between: (i) IFixScreens.com, a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 ("Franchisor"); and (ii) a ________________________________, with a principal business address at ____("Developer").

1. **BACKGROUND**. Franchisor and Developer are parties to that certain Development Agreement dated _______________________ (the "Development Agreement"). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is a resident of Maryland, or (b) the IFixScreens.com Businesses that Developer will develop under the Development Agreement will be located in Maryland.

2. **GOVERNING LAW**. The following sentence is added to the end of Section 18 of the Development Agreement:

> However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **CONSENT TO JURISDICTION**. The following sentence is added to the end of Section 18 of the Development Agreement:

> Developer may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **ACKNOWLEDGMENTS**. The following language is added as new Section 21 of the Development Agreement:

> **21. Acknowledgments**. All representations requiring you 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.

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

[Signature Page Follows]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

DEVELOPER

____
(Individual, Partnership or Corporation Name)

By: ___________________________________
Print Name:_____________________________
Title: _________________________________

FRANCHISOR
IFIXSCREENS.COM

By: ___________________________________
Print Name:_____________________________
Title: _________________________________

RIDER TO THE IFIXSCREENS.COM
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER entered into this day of ______________between: (i) IFixScreens.com, a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 ("Franchisor"); and (ii) a ________________________________, with a principal business address at ____("Developer").

1. **BACKGROUND**. Franchisor and Developer are parties to that certain Development Agreement dated ______________________ (the "Development Agreement"). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) the IFixScreens.com Businesses that Developer will develop under the Development Agreement will be located in Minnesota, or (b) any of the franchise offer or sales activity relating to the Development Agreement occurred in Minnesota.

2. **GOVERNING LAW**. The following sentence is added to the end of Section 18 of the Development Agreement:

> Nothing in this Agreement will abrogate or reduce any of Developer's rights under Minnesota Statutes Chapter 80C or Developer's right to any procedure, forum, or remedies that the laws of the jurisdiction provide.

3. **CONSENT TO JURISDICTION**. The following sentence is added to the end of Section 18:

> Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Developer's rights under Minnesota Statutes Chapter 80C or its rights to any procedure, forum, or remedies that the laws of the jurisdiction provide.

4. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, Section 19.7 of the Development Agreement are deleted in their entirety.

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

[Signature Page Follows]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

DEVELOPER

____
(Individual, Partnership or Corporation Name)

By: ___________________________________
Print Name:_____________________________
Title: _________________________________

FRANCHISOR
IFIXSCREENS.COM

By: ___________________________________
Print Name:_____________________________
Title: _________________________________

RIDER TO THE IFIXSCREENS.COM
DEVELOPMENT AGREEMENT
STATE OF NEW YORK

THIS RIDER entered into this day of ______________between: (i) IFixScreens.com, a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 ("Franchisor"); and (ii) a ________________________________, with a principal business address at ____("Developer").

1. **BACKGROUND**. Franchisor and Developer are parties to that certain Development Agreement dated _______________________ (the "Development Agreement"). This Rider is being signed because (a) Developer is a resident of New York and the IFixScreens.com Businesses that Developer will develop under the Development Agreement will be located in New York, or (b) any of the franchise offer or sales activity relating to the Development Agreement occurred in New York.

2. **GOVERNING LAW/CONSENT TO JURISDICTION**. The following language is added to the end of Section 18 of the Development Agreement:

> However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon Developer by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

3. **LIMITATION OF CLAIMS**. The following sentence is added to the Development Agreement:

> To the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in Developer's 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 provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

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

[Signature Page Follows]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

DEVELOPER

____
(Individual, Partnership or Corporation Name)

By: _________________________________
Print Name:___________________________
Title: ________________________________

FRANCHISOR
IFIXSCREENS.COM

By: _________________________________
Print Name:___________________________
Title: ________________________________

RIDER TO THE IFIXSCREENS.COM
DEVELOPMENT AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER entered into this day of ______________between: (i) IFixScreens.com, a Wyoming corporation with a principal business address at 1311 W Spring St, Suite B, Monroe, GA 30655 ("Franchisor"); and (ii) a ________________________________, with a principal business address at ____("Developer").

1. **BACKGROUND**. Franchisor and Developer are parties to that certain Development Agreement dated _______________________ (the "Development Agreement"). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is a resident of Rhode Island and the IFixScreens.com Businesses that Developer will develop under the Development Agreement will be located in Rhode Island, or (b) any of the franchise offer or sales activity relating to the Development Agreement occurred in Rhode Island.

2. **GOVERNING LAW/CONSENT TO JURISDICTION**. The following language is added to the end of Section 18 of the Development Agreement:

> Section 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." To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

[Signature Page Follows]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS RIDER TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

DEVELOPER

____
(Individual, Partnership or Corporation Name)

By: ___________________________________
Print Name:____________________________
Title: _________________________________

FRANCHISOR
IFIXSCREENS.COM

By: ___________________________________
Print Name:____________________________
Title: _________________________________

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	Pending
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

RECEIPT

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 IFixScreens.com 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 agreements or payment of any consideration that relates 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 IFixScreens.com 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 any applicable state agency identified in Exhibit A.

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

Name	Principal Business Address	Telephone Number
Kamran Faisal	1311 W Spring St, Suite B, Monroe, GA 30655	(855) 462-4349 x5
Ahmed El-Nawawy	1311 W Spring St, Suite B, Monroe, GA 30655	(855) 462-4349 x5
Blue Maven	10510 Mallard Creek Rd., Suite 509, Charlotte, NC 28262	(704) 707-4999

Issuance Date: June 15, 2024

I received a disclosure document dated June 15, 2024, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement
C. Area Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. Brand Standards Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements

Signature: ________________________________
Print Name: ______________________________
Date Received: _____________________

Keep This Copy For Your Records

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 IFixScreens.com 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 agreements or payment of any consideration that relates 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 IFixScreens.com 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 any applicable state agency identified in Exhibit A.

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

Name	Principal Business Address	Telephone Number
Kamran Faisal	1311 W Spring St, Suite B, Monroe, GA 30655	(855) 462-4349 x5
Ahmed El-Nawawy	1311 W Spring St, Suite B, Monroe, GA 30655	(855) 462-4349 x5
Blue Maven	10510 Mallard Creek Rd., Suite 509, Charlotte, NC 28262	(704) 707-4999

Issuance Date: June 15, 2024

I received a disclosure document dated June 15, 2024, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement
C. Area Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. Brand Standards Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements

Signature: ________________________________
Print Name: ______________________________
Date Received: _____________________

Please sign this copy of the Receipt, print the date on which you received this Disclosure Document, and return it, by mail or email to IFixScreens.com, 1311 W Spring St, Suite B, Monroe, GA 30655 and kamran@iFixScreens.com.