FRANCHISE DISCLOSURE DOCUMENT

Let's Get Moving USA, LLC
a Delaware limited liability company
945 Wilson Avenue, #7
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We offer qualified individuals and entities a franchise for the right to independently own and operate a business that promotes, offers and provides (i) an array of services in the moving, storage and related logistical services, including (a) local, long-distance, commercial, and international moving and/or relocation services, (b) packing and unpacking services, (c) storage solution services, and (d) certain assembly, junk removal and/or other services that are related to the primary services identified above (collectively, the "Approved Services"), and (ii) packaging, boxes and/or other items/supplies that are ancillary or related to the Approved Services, as well as any brand merchandise, that we authorize (collectively, the "Approved Products"), all while utilizing our then-current: (i) proprietary marks and trade dress (collectively, the "Proprietary Marks"); and (ii) the system of operations we and our principals have developed for the establishment and operation of such a Business (the "System"). As of the Issue Date, we expect and intend to offer the right to operate a franchised Business (the "Franchised Business") within a geographical area containing a population of (a) 750,000 or more (a "Large Market"), or (b) less than 750,000 (a "Standard Market").

We may also offer qualified parties the right to operate the Franchised Business in multiple Territories (each within its own geographical area) pursuant to our form of Multi-Territory Addendum ("Multi-Territory Addendum.")

The estimated total investment necessary to begin operation of a single Franchised Business will be between $109,625 to $263,650 with each investment range including $30,000 (Standard Market) to $40,000 (Large Market) that must be paid to us and/or our affiliate(s) prior to the opening of your franchise.

The estimated total investment necessary to open and commence operating the Franchised Business in multiple Territories pursuant to a form of Multi-Territory Addendum will vary, based on (a) the number of Territories in which we grant you the right to develop and operate, and (b) the type of Market of which the Territory is comprised. By way of example, the total initial investment necessary to commence operating the Franchised Business in a total of three (3) Large Market Territories ranges from $159,625 to $313,650 and is comprised of (a) a development fee amounting to $90,000 for the right to operate in three (3) Large Market Territories that is paid to us upon execution of your Multi-Territory Addendum, and (b) the estimated initial investment associated with developing your initial Franchised Business within your initial Large Market Territory.

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

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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 Kelvin Anil, c/o Let's Get Moving USA, LLC, at 945 Wilson Ave. #7, North York, Ontario M3K 1E8, or at (866) 309-1122.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issue Date: August 10, 2023.

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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 discretion. 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 D include financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Let's Get Moving 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 franchise 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 Let's Get Moving franchisee?	Item 20 or Exhibit H list 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.

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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 to 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 state 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 F.

Your state may also 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 and multi-territory operating agreement require you to resolve disputes with us by mediation or litigation only in Delaware. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate or litigate with us in Delaware than in your own state.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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 involvement than a franchise is a system with a longer operating history.

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

5. **Unregistered Trademark**. The franchisor does not have a federal registration for its principal trademark. Therefore, this trademark does not have as many legal benefits and rights as a federally registered trademark. If the franchisor's right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

6. **Franchisor's Right to Buy Back Franchise for Any Reason**. The franchise agreement gives the franchisor a unilateral right to buy your business for any reason or no reason before the franchise expires or is terminated. As a result, you may be required to sell your business for a price that might be below the value of the business if you sold to a third party instead.

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

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

The Franchisor is Let's Get Moving USA, LLC. This Disclosure Document will refer to Let's Get Moving USA, LLC as "we," "us" "our" and "Let's Get Moving." The words "you" and "your" refer to the franchisee. If you are a corporation, limited liability company or other business entity, certain provisions of our franchise agreement (attached as Exhibit A, the "Franchise Agreement") also apply to your owners and will be noted.

The Franchisor

We are a Delaware limited liability company formed in June 2023, and began offering franchises as disclosed in this Disclosure Document as of the Issue Date. As of the Issue Date, our principal business address is 945 Wilson Ave. #7, North York, Ontario M3K 1E8, and our telephone number is (866) 309-1122. We currently conduct business under our corporate name and under our then-current Proprietary Marks that, as of the Issue Date, includes the mark LET'S GET MOVING.

We have not directly operated a business substantially similar to the Franchised Business being offered. We have not conducted business in any other line of business or offered franchises in any other line of business. Except for our administration and other activities in connection with our franchise system in the United States, we do not participate in any other business activities.

Our agents for service of process are disclosed in Exhibit A to this Disclosure Document.

Our Parents, Predecessors and any Affiliates

As of the Issue Date, we do not have any parents or predecessors that require disclosure in this Item.

Our affiliate, Let's Get Moving Canada Inc. ("LGMC" or "Affiliate Franchisor"), is a Canadian corporation formed in 2019 with the same principal business address as us. LGMC has offered franchises for the right to operate a business that is substantially similar to the Franchised Business being offered in this Disclosure Document (each, a "CN Business") in Canada since January 2023. As of the Issue Date, LGMC also owns and operates multiple System Businesses in different geographical areas in Canada (each, an "Existing CN Affiliate Business").

Except as disclosed above, we do not currently have any other affiliates that either: (a) have awarded any kind of franchises or licenses in any line of business; or (b) serve as the designated or approved source of supply (each, an "Approved Supplier") for any item or service that System franchisees are required to acquire in connection with the establishment or operation of a Franchised Business (each, a "Required Item"). We reserve the right to form and/or otherwise become affiliates with such entities in the future.

Except as provided above, the affiliate(s) disclosed in this Item are not involved in any other material business activities.

Description of the Franchised Business

The Franchised Business you will operate is a moving and storage business servicing homes and commercial businesses under our then-current Proprietary Marks. Depending on your financial ability and experience, the Franchised Business may also provide moving and packing services to homes and businesses under our then-current Proprietary Marks.

The Franchised Business is established and operated under the System. The System is also identified by means of certain distinctive, identifiable trade-dress; uniform standards of operation, quality and uniformity of products and services; procedures for inventory, management, and financial control; training and assistance; centralized call and

dispatch center; proprietary software; and advertising and promotional programs. We own or license all of the Proprietary Marks and the remainder of the proprietary information comprising the System. Our System Businesses operate under our then-current Proprietary Marks, which also serve to identify the System.

Your Franchised Business must be operated from a location that we approve (the "Premises") within the Territory designated in your Franchise Agreement (See Item 12 for additional disclosures regarding your Territory). The Premises of a Franchised Business will typically be located at a third-party office or co-working space. A typical Premises will usually include (a) designated parking spaces for all Approved Vehicles (as defined below) and (b) storage space of approximately 10' x 10' for operational inventory and supply storage.

You must operate your Franchised Business using vehicles, equipment, and certain moving products that meet our specifications. We will loan you one (1) copy of our confidential operations manual and various other confidential manuals and communications prepared by us for your use in operating the Franchised Business (together, the "Manuals"). You must purchase or lease one (1) vehicle that is (a) dedicated to Franchised Business operations, and (b) bears Franchisor's then-current trade dress to commence operations (each an "Approved Vehicle"). We have the right to designate the number of vehicles you must purchase and use in your Territory during the term of your Franchise Agreement. You must park your vehicles in a parking spot on a street, or in a lot or garage in a highly visible and trafficked area.

We offer franchises to qualified individuals, corporations, limited liability companies, partnerships or other legal entities. You must sign our form of Franchise Agreement, which is attached as Exhibit A. If you are granted the right to purchase multiple Territories pursuant to our form of Multi-Territory Addendum to Franchise Agreement (the "Multi-Territory Addendum"), you must sign our then-current form of Franchise Agreement for any additional Territory in which you will operate the Franchised Business. The terms of any then-current Franchise Agreement may differ from the franchise offered under this Disclosure Document.

Standard Market vs. Large Market

If you are awarded the right to enter into a Franchise Agreement with us, you may choose to operate your Franchised Business from either a (i) "Large Market" Territory or (ii) a "Standard Market" Territory. Our Large Market offering typically includes the grant to you of a Territory containing a population of 750,000 or more people (except in densely populated metropolitan areas), as determined by U.S. Census Bureau and other data, while our Standard Market offering typically includes the grant to you of a Territory containing a population of less than 750,000 people, as determined by U.S. Census Bureau and other data.

Franchised Businesses in either Market are operated in a virtually identical manner. Because of the smaller Territory grant in our Standard Market offering, the Initial Franchise Fee for Franchised Businesses operating in this Market is reduced. See Item 5 and Item 12 of this Disclosure Document for additional information.

<u>Multi-Territory Offering</u>

We may offer qualified parties the right to own and operate the Franchised Business in multiple Territories. To open and commence operating the Franchised Business in multiple Territories, you must enter into our then-current form of Multi-Territory Addendum attached to this Disclosure Document as Exhibit B. The minimum number of Territories in which you may be permitted to operate under a Multi-Territory Addendum is two (2) Territories.

You must execute a separate Franchise Agreement for each Territory in which you will operate at the same time you execute your Multi-Territory Addendum.

There is a one-time development fee that will be calculated based on the number of Territories we grant you under the Multi-Territory Addendum (the "Development Fee"). This fee is discussed more fully in Item 5 of this Disclosure Document. In consideration of your payment of the Development Fee, you will not be required to pay a separate

initial franchise fee under your Franchise Agreement.

General Description of the Market and Competition

Your typical customers will include homeowners, but you may also have business from property managers, contractors, realtors and other commercial businesses. Your competition will include local, regional and national businesses offering similar services, some of which may be franchise systems. The market is highly competitive and fragmented. Many businesses, including independent, local businesses, will compete directly and indirectly with your franchise. Your ability to compete will depend on various factors, including the geographical area of your Franchised Business, general economic conditions, and your particular capabilities.

Regulations Specific to the Industry

Industry-specific laws and regulations may affect the operation of your Franchised Business. You must comply with any applicable state or local licensing or regulatory requirements that are currently in effect or adopted in the future. You must meet all applicable local, state or federal contracting laws, as well as such laws regulating moving companies and/or services generally. If you provide moving and packing services, you may have to apply for and receive specific authority to conduct moves across state lines. In addition, the Department of Transportation in the state where you license your vehicle and operate your Franchised Business may have regulations that apply to the vehicles you use and the drivers you employ, including certain motor vehicle licensing requirements. You should seek counsel or contact your state and local agencies for detailed information about applicable laws and regulations.

Moving companies located in, and performing certain moving services throughout, the State of California may be required to obtain licenses and/or permits and comply with all applicable regulations issued by the Bureau of Household Goods and Services, the California Department of Motor Vehicles, and other California state regulatory authorities. You must obtain these and any other required licenses and permits relating to the provision of moving services before you open for business in the time periods we specify in Item 11.

There are other federal, state and local laws and regulations of general applicability to business that will impact your operation, such as the Americans with Disabilities Act and the federal Occupational Safety and Health Act of 1970 known as "OSHA." There may also be other federal, state and local laws, regulations and licensing requirements that will impact your rights and obligations with regard to retailing items on behalf of charitable organizations.

The Environmental Protection Agency (EPA), as well as certain state and local laws, rules and regulations may regulate some of the materials you use. You must obtain all required licenses and permits relating to the provision of moving services before you open for business in the time periods we specify in Item 11. You must maintain all required licenses and permits during the term of your Franchise Agreement.

We will not provide assistance in complying with any licensing requirements that are currently in effect or may be adopted in the future, nor any federal, local or state law, regulation or requirement applicable to your Franchised Business.

ITEM 2
BUSINESS EXPERIENCE

Tiam Behdarvandan – President and Director

Tiam Behdarvandan has served as our President and Director since our inception. Additionally, Mr. Behdarvandan serves as CEO of 9677089 Canada Inc. since 2010. Mr. Behdarvandan performs these roles primarily from Toronto, Ontario Canada.

Kelvin Anil – Chief Development Officer

Kelvin Anil has served as our Chief Development Officer since our inception, and performs his role from Toronto, Canada. Prior to this role, Mr. Anil served as Operation Manager for our Canada affiliate from April 2022 to June 2023, in Toronto, Ontario Canada. Mr. Anil previously worked as a Customer Experience Associate at Switch Health from August 2021 to March 2022, and as Operations Manager at Zookapp Technolabs Private Limited from May 2015 to December 2020.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement (Single Territory)

Initial Franchise Fee

You must pay us an initial franchise fee amounting to: (i) $40,000 for the right to own and operate a Franchised Business within a Large Market Territory (population of 750,000 or more); or (ii) $30,000 for the right to operate within a Standard Market Territory (population of less than 750,000) (as applicable, the "Initial Franchise Fee"). Your Initial Franchise Fee will be due and payable in a lump sum when you sign your Franchise Agreement and is deemed fully earned and non-refundable upon payment.

Multi-Territory Addendum

Development Fee

If we award you the right to own and operate in multiple Territories under a Multi-Territory Addendum, a one-time Development Fee is due upon execution of that agreement. As of the Issue Date, we expect and intend to award the right to develop no more than three (3) Territories, and we expect that your initial Premises and Franchised Business will be located within a Large Market Territory.

The Development Fee is based on the total number and size of the Territories you awarded the right to develop under your Multi-Territory Addendum and is calculated as the sum of the following amounts:

Franchise Territory	Fee Associated with Large Market	Fee Associated with Standard Market
Initial Territory	$40,000	$30,000
Second Territory	$30,000	$20,000
Third and Each Additional Territory	$20,000	$10,000

You will be required to enter into our then-current form of franchise agreement for each additional Territory in which you wish to operate the Franchised Business under your Multi-Territory Addendum, but you will not be required to pay any additional Initial Franchise Fee at the time you execute each of these franchise agreements. If you enter into a Multi-Territory Addendum, you must execute our current form of Franchise Agreement for each Territory in which we grant you the right to operate your Franchised Business concurrently with the Multi-Territory Addendum.

The Development Fee will be deemed fully earned upon execution of your Multi-Territory Addendum.

Other Relevant Disclosures

Except as provided in this Item, all fees disclosed in this Item are uniformly applied to our franchisees/developers. All other purchases disclosed in this Item must be paid to us prior to, or at, delivery of the required purchases, and these fees are non-refundable upon payment. These fees are also uniformly applied to franchisees.

ITEM 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee	6.5% of Gross Sales generated by the Franchised Business in all Territories	Monthly via ACH electronic funds transfer account on the 5th day of the month based on the Gross Sales generated during the prior month.	This is due on all Gross Sales for services you provide. Please also see Notes 1 and 3 below.
Brand Development Fund Contribution	Up to 2% of Gross Sales. We expect to initially collect a contribution amounting to 1% of Gross Sales generated by the Franchised Business over the preceding calendar month of operations (your "Fund Contribution")	At the same time and in the same manner as your Royalty Fee	We will be establishing a brand development fund (or "Fund") that we have the right to administer as we determine appropriate to promote, market, advertise and/or otherwise develop the System, Proprietary Marks, our System locations/owners and/or our brand generally, as disclosed more fully in Item 11 of this Disclosure Document. We reserve the right to increase your Fund Contribution to an amount equal to up to 2% of the Gross Sales generated by your Franchised Business. .

Name of Fee	Amount	Due Date	Remarks
Local Advertising Requirement ("LAR")	Currently, a minimum amount equal to (i) $1,500 per month for the first three months of operations; (ii) $2,500 per month for months 4 through 24 of operations; and (iii) $5,000 per month for each month thereafter (per Territory).	As incurred and/or invoiced each month	These are the minimum amounts we require you to spend on local advertising and marketing within your Territory. We encourage you to spend additional funds based on the demographics and other characteristics of your Territory. We will designate your initial LAR in connection with each Territory you are awarded prior to the initial launch of your Franchised Business. Please be advised that we may: (i) designate any party (including ourselves or our affiliate) as an Approved Supplier for certain of the materials/services you will be required to expend all or some portion of your LAR funds on at some point in the future; and (ii) upon written notice, require you to provide us with copies of all invoices and other documentation necessary to demonstrate you are expending the LAR each month in accordance with our then-current System directives.
Technology Fee	Currently, between $300 to $500 per month (per Franchised Business). We collect a Technology Fee in connection with technology products or services we determine to (a) associate or utilize in connection with the System, and (b) use the Technology Fee to cover all or certain portion of the corresponding costs.	As invoiced by us and/or our Approved Supplier (if and once implemented)	If we modify the Technology Fee, we will provide you with 30 days' prior written notice. If a System franchisee is operating in two (2) or more Territories from the same Premises that we have approved, that franchisee will only be required to pay a single Technology Fee for so long as they are not in default of any obligations owed to us under your agreements.

Name of Fee	Amount	Due Date	Remarks
Customer Service Fee	Currently, 1% of Gross Sales per month, plus $100 for successful removal of any one-star reviews left for your Franchised Business.	As incurred.	This fee is payable if, after (i) ten (10) online reviews have been left for the Franchised Business, or (ii) within any 30-day period, the average review rating for your Franchised Business on Google falls to 4.7 or lower, at which point you must enroll in our customer service program for a minimum of six (6) months. If after six (6) months, the average rating of Google reviews for your Franchised Business rises above 4.7, you may conduct your own customer service program. See Note 5.
Website Fee	Currently, $150 per month per Franchised Business.	As invoiced.	This amount is paid to our then-current Approved Supplier for website maintenance, updates and related services, which is currently us.
Search Engine Marketing ("SEM") Fee	Currently, between $350 to $750 per month per Franchised Business.	As invoiced	Paid to us.
Phone Line/Call Center Fee	Currently, our Call Center Fee is equal to 7.5% of Gross Sales generated by the booked job that you perform. You must also purchase at least one (1) dedicated phone number for local calling, and you may wish to purchase additional phone numbers for routing purposes. Currently, these fees are equal to $65 per month plus tax per dedicated local line, plus $6 per month plus tax for each additional routing number.	As invoiced	As of the Issue Date, our affiliate is the Approved Supplier for these services.

Name of Fee	Amount	Due Date	Remarks
Required Software (third-party Approved Suppliers)	Currently, these Required Software Fees are paid directly to third-party providers and are as follows: $80 per month per user for access to our required CRM software provider.	As invoiced or otherwise agreed to with software provider	You must acquire and maintain licenses for any Required Software we designate from the third-party Approved Supplier we identify in the Manuals or otherwise in writing. We and/or our Approved Supplier(s) for the Required Software may make modifications to the monthly fees upon at least 30 days' prior written notice to our System franchisees via the Manuals or otherwise.
Regional Cooperative Contribution	Currently not assessed. The maximum contribution to any such Cooperative will not exceed your monthly LAR obligations	As arranged and agreed to by the Cooperative members	We may establish and maintain advertising cooperatives for the benefit of franchised businesses in a particular region. At this time, we have not established any advertising cooperatives. If and when such a Cooperative is established, any amounts you contribute to that Cooperative will be credited towards your LAR obligations.
Annual Convention Contribution	Currently not assessed. We have not held or conducted this kind of annual conference or convention, but reserve the right to do so in the future.	When signing up for the event or as otherwise agreed to by us	We may hold an annual meeting or conference to provide value and support for our franchisees. This fee excludes the cost of travel, food, and lodging expenses that you and eligible personnel incur. If we arrange and conduct such an event, we reserve the right to charge a fee that we expect will be between $500 and $1,500 per person.
Evaluation Fee and Reimbursement of Costs/Expenses in Connection with Proposal to Use Alternate Supplier and/or Non-Approved Item	Our actual costs and expenses, with a reserved right to charge an evaluation fee amounting to up to $500	If incurred, when invoiced	This fee is required if you request that we evaluate a proposed new product or supplier for the System. However, this fee (but not our expenses) will be refunded if we accept the product or supplier.

Name of Fee	Amount	Due Date	Remarks
Training Fee	Our then-current training fee for the kind of training at issue. Currently, our Training Fees are as follows: $400 per trainer per day for on-site assistance training, remedial training, or additional training you request and we provide.	Prior to additional training.	We reserve the right to charge our then-current Training Fee in connection with (a) re-training or replacement training with regards to the portions of the initial training that are designed for the franchisee owner and/or Designated Manager, (b) any training we require you to complete to cure a default under your Franchise Agreement with us ("Remedial Training"), (c) additional training you request we provide (other than the kind of day-to-day assistance described below), or (d) training we provide on-site at your Franchised Business. We will not charge any training fee in connection with minor, day-to-day assistance that we provide remotely over the phone or via email, subject to our availability. In addition to the then-current Training Fee for the training at issue, you will always be responsible for the costs and expenses that are incurred in connection with you and your personnel attending any training.
Transfer Fee	$15,000 per Territory Assigned	Upon approved transfer or sale to another person or entity.	This is payable when you sell or transfer your franchise with our approval. There is no charge if you transfer to a corporation formed for the convenience of ownership, for approved intra-family transfers or for a transfer arising upon death or mental incompetency.

Name of Fee	Amount	Due Date	Remarks
Renewal Fee	$10,000 per Territory	Upon your renewal of Franchise Agreement	You must meet certain criteria before we will allow you to renew your Franchise Agreement, including payment of a renewal fee.
Indemnification	Will vary according to circumstance.	Upon demand.	You must reimburse us for attorneys' fees and costs that we incur in connection with any third-party claims brought against us that arise out of, or are related to, the operation of your Franchised Business.
Costs and Attorneys' Fees	Will vary under the circumstances	On demand	If you default under an agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement.
Late Reporting Fee	$100 fee for each late report, and $250 for any consecutive violation(s)	On demand	This fee is applied if (i) you do not deliver a report to us within three (3) business days of its due date, and (ii) if you do not enter and finalize your Gross Sales information into the designated software within the designated time period.
Interest on Overdue Amounts	One and a half percent (1.5%) per month or the highest applicable legal rate, whichever is less	As Incurred	Interest is payable on all overdue payments and accrues from the original due date until payment is received in full.
Non-Compliance Fee	$500 per non- compliance event, including violations of Franchise Agreement or System standards	On demand after 2nd written warning of a non-compliance event	Before assessing a non-compliance fee, we will issue two (2) written warnings, except in the case of late reports.

Name of Fee	Amount	Due Date	Remarks
No-Show Fee	$250 per occurrence	On demand.	This fee is payable if you or the personnel of your Franchised Business fail to show up to a job booked by the Franchised Business.
Relocation Fee	Actual cost incurred by us.	As incurred.	If you receive our prior written consent to relocate the Franchised Business, you must reimburse us for the reasonable costs and expenses that we incur in evaluating and approving the relocation.
Management Fee	Twenty percent (20%) of Gross Sales generated by the Franchised Business, plus expenses.	Payable weekly out of the Franchised Business proceeds.	We may need to step in and operate your Franchised Business in certain circumstances, including your death, disability or prolonged absence. The reimbursable expenses include travel, lodging and meals.
Trade Dress Updates	Will vary under the circumstances	As incurred	We may require you to update your Franchised Business to meet our then-current image requirements for a new Franchised Business entering the System. This may include purchasing or leasing new vehicles, signage, uniforms and other items. We will allow you twelve (12) months to implement any trade dress upgrades costing over $2,500, except when required by law or regulation.
Audit Fee	Actual cost incurred by us.	Immediately after 2% or more understatement of sales receipts is determined by our inspection.	If underreporting of sales is determined, you must pay the Royalty due plus interest, along with all the costs related to performing the audit. There is no charge for the audit if sales are reported accurately.

Name of Fee	Amount	Due Date	Remarks
Insurance	Reimbursement of our costs plus ten percent (10%) of premium administration fee.	On demand	If you do not obtain the insurance required for your Franchised Business, we may obtain this insurance for you.
Mystery Shopper Program	The then-current fee charged by the third-party provider and/or Shopper. Currently, we expect this fee (if applicable) to be between $250 and $500 per visit.	On demand	If the promoter score associated with your Franchised Business is more than ten percent (10%) below the average of our company- owned and franchised units, we may require additional mystery shopping services at your expense.

Explanatory Notes:

Generally. Except as otherwise stated in this Item, all fees listed in this Item 6 Chart are imposed by, and payable to, us and are uniformly imposed on all of the franchisees in our System who sign under the same form of disclosure document. These fees are payable in U.S. dollars and are non-refundable unless otherwise stated in this Item. Unless otherwise stated, the fees outlined in the Chart above apply to the Franchise Agreement only (and not the Multi-Territory Addendum).

1. **Royalty Fee and Other Fees.** Your Royalty Fee, as well as any other fees payable to us or our affiliates under the Franchise Agreement, may be collected by us via EFT from the bank account you are required to designate solely for use in connection with your Franchised Business (your "EFT Account"). You must provide us with the details of your EFT Account prior to opening and execute all documents necessary to authorize us to make withdrawals from this account throughout the term of your Franchise Agreement, including our then-current EFT Withdrawal Authorization form that is be attached as an Exhibit to your Franchise Agreement. You must provide us with advance written notice of any change to the information related to your EFT Account.

2. **Collection Interval.** We currently require our franchisees to pay us on or before the fifth day of each month based on the Gross Sales of the Franchised Business from the prior month (each, a "Business Month"). We reserve the right to change the interval at which we collect your Royalty Fee, Fund Contribution and other recurring fees payable to us or our affiliates under the Franchise Agreement upon written notice to you. For example, we may collect these recurring fees on a weekly rather than monthly basis. Regardless, you are required to provide us with a monthly Gross Sales report detailing your Gross Sales from the preceding Business Month, along with your calculated Royalty Fee, Fund Contribution (if appropriate) and other information that we reasonably require (the "Gross Sales Report") on or before the fifth day of each month.

3. **Definition of Gross Sales.** "Gross Sales" means the total revenue generated by your Franchised Business, including all revenue generated from selling Approved Services and any products we authorize offered at from or through your Franchised Business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. "Gross Sales" also includes any amounts received by you in connection with business interruption insurance associated with your Franchised Business. "Gross Sales" does not include (a) sales tax that is paid directly by you (as Franchisee) to the appropriate taxing authority, or (b) the sale of products or services for which refunds have been made in good faith to customers, the sale of equipment that is necessary to operate the Franchised Business, any sales tax or other taxes collected from customers by you and paid directly to the appropriate taxing authority, or any reduction in revenue due to coupon sales.

4. **Right to Inspect/Audit.** We have the right to inspect your books and other financial information associated with your Franchised Business during the term of the Franchise Agreement as well as inspect the Premises for compliance with our System standards of service quality. If we conduct an audit and it reveals that you have underreported your Gross Sales by two percent (2%) or more, than we may require you to pay the costs we incur in connection with conducting the audit of your Franchised Business (including any fees paid to auditors and/or attorneys). If we conduct an inspection of your Premises and we find that you are in default of our System standards, you will be responsible for our costs in conducting such inspection.

5. **Customer Service Fee**. You may conduct your own customer service program for your Franchised Business. However, if the average review rating for your Franchised Business as listed on Google falls to 4.7 or below, you must enroll in our customer service program for a minimum of six (6) months, and pay us 1% of Gross Sales per month. Additionally, if the customer service personnel of us or our affiliate are able to successfully remove from Google any one-star reviews left for your Franchised Business, you must pay us $100 per one-star review that we or our affiliate successfully remove. If the average review rating for your Franchised Business rises above 4.7 after this six (6) month period, you may opt out of enrollment in our customer service program.

6. **Interest on Late Payments.** Interest begins to accrue on the due date of any payment that has not been timely received or is not paid in full.

[*Item 7 Continues Below*]

ITEM 7
ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditure (1)	**Amount**		**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
	Low	**High**			
Initial Franchise Fee(2)	$30,000	$40,000	Lump Sum	When Franchise Agreement Signed	Us
Costs and Expenses Associated with Attending Training(3)	$1,100	$2,500	As arranged	As incurred	Third-Party Providers (Hotels, Airline, Local Transportation, Meals)
Lease Deposit for Premises (4)	$1,000	$3,500	As arranged	As arranged	Third-Party Lessor

Utility Deposits[5]	$300	$500	As arranged	As arranged	Third Parties/Utility Providers
Initial Approved Vehicle – Lease or Purchase[6]	$8,000	$110,000	As agreed	As arranged	Third-Party Lessor and/or Dealership
Vehicle Wrap[7]	$2,500	$4,500	As agreed	When invoiced	Approved Supplier
Vehicle and Other Insurance – Premiums for 3 Months[8]	$1,500	$5,000	As arranged	As arranged	Third-Party Insurance Provider(s)
Furniture, Fixtures, and Equipment[9]	$1,000	$2,000	As arranged	As arranged	Approved Supplier(s) and/or Third-Party Supplier(s)
Computer System[10]	$650	$1,800	As arranged	As arranged	Approved Supplier(s); Third-Party Supplier(s)
Required Software Fees and Costs – Prior to Opening[11]	$325	$600	As arranged	As arranged	Approved Supplier
Signage[12]	$0	$2,500	As arranged	As arranged	Approved Supplier
Initial Marketing Spend [13]	$3,500	$7,500	As arranged	As arranged	Approved Supplier(s) and Third-Party Providers
Opening Inventory Package[14]	$2,250	$5,500	As arranged	As arranged	Approved Supplier(s)
Business Permits and Licenses [15]	$500	$750	As arranged	As arranged	Government Agencies
Professional Fees [16]	$1,000	$2,000	As arranged	As arranged	Attorney, Accountant and/or other Professional Business Advisors
Additional Funds – 3 Months [17]	$56,000	$75,000	As arranged	As arranged	Personnel, lessor, Approved Supplier(s), Third-Party Providers/Suppliers, us and/or our affiliate
Total [16]	**$109,625**	**$263,650**			

Explanatory Notes to Chart 7(A) Above:

1. **Estimated Expenses**. Unless otherwise indicated, none of the expenses listed in the above chart are refundable, except certain security deposits. We do not finance any portion of your initial investment.

2. **Initial Franchise Fee**. The Initial Franchise Fee is described in Item 5 and is deemed fully earned and non-refundable upon execution of the Franchise Agreement.

3. **Costs and Expenses Associated with Initial Training**. There is currently no fee for our Initial Training Program, but you must pay all costs associated with your trainees' attendance at training. These amounts include estimated out-of-pocket costs for travel expenses, lodging, meals, and applicable wages. The low end of this amount reflects the estimated expenses for two (2) trainees (your Operating Principal and

Manager) to attend and complete our initial training program, and the high end of this amount reflects the estimated expenses for four (4) trainees (your Operating Principal and three other people) to attend and complete our initial training program. Our on-site initial training program is approximately five (5) days in duration. The low end of our estimate assumes that your Operating Principal is within driving distance of our training facility. Your cost may vary depending on the distance you must travel, the type of accommodations you choose and whether you have additional Owners or employees trained.

4. **Lease Deposit for Premises.** The range in the table above accounts for an estimate of the lease deposit associated with the securing of your premises. These costs may not be refundable. The cost per square foot of commercial space varies considerably depending upon the location and market conditions. Lease costs vary based upon square footage, the cost per square foot, required maintenance costs and other lease variables. It is difficult to estimate real estate costs. We are not real estate professionals, and we encourage you to consult one locally.

5. **Utility Deposits.** The range in the table above accounts for an estimate for utility deposits you may be required to pay for the premises. This estimate assumes that your utilities deposit(s) will equal three months' worth of such utilities. Your security deposit may be refundable under certain circumstances.

6. **Initial Approved Vehicle – Lease or Purchase**. You must lease or purchase a vehicle that meets our specifications for your Franchised Business. The vehicle must also be lettered, wrapped, and branded to our specifications. Though we do not offer any direct financing, you may be able to obtain financing from our approved supplier. The vehicle must be in good operating order, clean and in reasonable cosmetic condition. "Reasonable cosmetic condition" means that the vehicle will have no visible, rust, dents or body damage, and we may determine whether your vehicle meets our definition of "reasonable cosmetic condition." For moving services, under the terms of your Franchise Agreement (which licenses you the right to operate in one Territory), you are required to lease or purchase: (i) one (1) straight truck with a 26-foot "dry freight" box (or more) that meets our System specifications and specifications but not including state license, taxes, fees or shipping, and (ii) a portable ramp that is equipped on the truck for purposes onloading and offloading. The high and low estimates reflect the range of down payments, body and shipping variances you may be required to pay for one vehicle. The low end of the above range assumes that you will lease your Approved Vehicle, while the high end assumes that you will purchase it outright. You are required to replace each vehicle every seven (7) years or earlier, depending on the condition of the vehicle. We may change the service vehicle specifications from time to time but will never require you to replace a vehicle other than for the reasons set forth here.

7. **Vehicle Wrap.** You must purchase and install a wrap for the exterior of your Approved Vehicle that meets our specifications.

8. **Vehicle and Other Insurance – 3 Months.** You must obtain and maintain insurance coverage we designate, including the following coverage: (a) commercial auto; (b) general liability; (c) cyber liability; and (d) workers' compensation. The low range disclosed includes payment of commercial auto insurance for one truck. The high end of the range includes payment of commercial auto in full at a discounted rate (which is not guaranteed and may be modified in the future). Vendor pricing terms and discounts may vary.

9. **Furniture, Fixtures, and Equipment.** You will need basic hand tools, as well as material handling and hauling equipment. These items may include a hand truck, dolly, contractor bags, broom and dustpan, gloves, masks, reflective vests, moving blankets, tarps, bungee cords, and hand tools. If you already have the necessary equipment, your cost will be less. In addition, you must install a ramp on your Approved Vehicle for the provision of the Approved Services.

10. **Computer System.** Our computer system estimate includes the cost of purchasing the computer system we require. Additional information about the required computer system is included in Item 11. If you already own computer and communications equipment that meet our specifications, your cost may be less.

11. **Required Software Fees and Costs Prior to Opening.** You must purchase certain Required Software that we designate prior to opening your Franchised Business. See Item 11 for additional information.

12. **Signage.** You must purchase and install signage on the exterior of your Franchised Business in the

format we specify in the Manuals or otherwise in writing. The low end of this estimate assumes that you will lease the premises for your Franchised Business, and that your lease does not permit you to install signage on the exterior façades of the premises.

13. **Initial Marketing Spend.** You must conduct an initial marketing campaign to promote the opening of your Franchised Business. We must approve of the initial marketing campaign before you conduct it, and you must carry out the approved campaign starting one (1) month before opening and continuing for two (2) months after opening the Franchised Business (either before the grand opening, or within the allotted time thereafter).

14. **Opening Inventory Package.** The estimate above is for the initial supply of certain inventory you will need in the first three (3) months of operating your Franchised Business, including, but not limited to, moving boxes, packing tapes, various forms of protective wrapping, moving blankets, and other inventory and supplies specified by us.

15. **Business Permits and Licenses.** You must obtain the operational licenses and permits required by applicable federal, state and local law. All required licenses and permits must be in place and in good standing at all times during the term of your Franchise Agreement. You are encouraged to investigate your state's license requirements.

16. **Professional Fees.** We strongly advise you to consult with your own financial and legal advisors, and we anticipate that you will incur professional fees related to your evaluation of this Disclosure Document, including the Franchise Agreement. In addition, you must form an entity for your Franchised Business, which will incur legal fees and expenses. Local governments and agencies typically charge you fees for construction permits and operating licenses. Costs may vary based on the requirements of local government agencies. These fees are typically not refundable.

17. **Additional Funds – 3 Months.** This item estimates your initial startup expenses (other than the items identified separately in the table) for the initial period of operations of your Franchised Business, which we anticipate will be three (3) months. You will need additional capital to support ongoing expenses to the extent these costs are not covered by sales revenue. These expenses might include rent, payroll costs if your start-up plan includes hiring support staff, or reasonable compensation for you based on your preferred lifestyle. We estimate the amounts listed to be sufficient to cover ongoing expenses during the start-up period that we calculate to be three (3) months, but there are no assurances that additional working capital will not be necessary during the start-up phase or after.

18. **Total**. We relied on our affiliates' experience to compile these estimates. As disclosed in Item 1, we do not have any Businesses or Franchised Businesses in operation in the United States. We strongly encourage you to review these figures carefully with a business advisor before deciding to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing the franchise purchase and business start-up depend on many factors, including the availability of financing, your creditworthiness and collateral and lending policies of financial institutions.

B. Multi-Territory Addendum (3 Large Market Territories as Example)

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is Made
Development Fee[2]	$90,000	Lump Sum	Upon execution of Multi-Territory Addendum	Franchisor

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is Made
Initial Investment to Launch Franchised Business in Initial Territory[3]	$69,625 to $223,650	See Chart 7(A) above.		
Total Estimated Initial Investment	$159,625 to $313,650	See Note 3.		

Explanatory Notes to Chart 7(B) Above:

1. All fees and payments are non-refundable, unless otherwise stated or permitted by us. This Chart details the estimated initial investment associated with executing a Multi-Territory Addendum for three (3) Large Market Territories, as well as the initial investment to open your Franchised Business.

2. The Development Fee is described in greater detail in Item 5 of this Disclosure Document. If we award you the right to operate in more than three (3) Territories, the Development Fee will be increased by an additional $30,000 per additional Large Market Territory, and/or (b) $20,000 per additional Standard Market Territory.

3. This figure represents the Development Fee plus the total estimated initial investment required to begin operation of the first Franchised Business in the first Territory under the Multi-Territory Addendum. The estimated initial investment for your second and, if applicable, third or subsequent Franchised Business may increase at any time in the future. You are strongly encouraged to consult with a business advisor to assist you with due diligence before you sign a Franchise Agreement or Multi-Territory Addendum.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with our System's methods, standards and specifications. These will be communicated to you in writing when we evaluate your proposed location during training, before you conduct your Initial Marketing Spend, during on-site opening assistance, during periodic visits to your Franchised Business, through periodic bulletins and the Manuals, and through other proprietary guidelines and writings. We may periodically change our System standards and specifications and you will be solely responsible for costs associated with modifications to the System.

Approved Products and Services

You may only market, offer, sell, and provide the Approved Services and Approved Products from or through your Franchised Business in a manner that meets our System standards and specifications. We will provide you with a list of our then-current Approved Products and Approved Services, along with their corresponding proprietary methods, standards, and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products or

Approved Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our Affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate.

We currently require you to use one (1) or more Approved Supplier(s) for the following products, services or items you are required to acquire and/or use in connection with your Franchised Business buildout and/or operations (which we refer to as "Required Item" in this Disclosure Document):

(i) the Approved Vehicle(s) that must be utilized in connection with your Franchised Business both to make sales calls/visits, project evaluations and the actual provision of moving and other Approved Services to clientele;
(ii) certain computer equipment and software you must purchase in connection with your Franchised Business, including our designated third-party POS System, CRM System, appointment-booking software, online accounting software, and certain other software we require (collectively, the "Required Software");
(iii) certain equipment used to provide the Approved Services, including but not limited to tools, hand tools, and other equipment specified by us;
(iv) certain inventory and supplies, including but not limited to moving boxes, packing tapes, various forms of protective wrapping, moving blankets, and other inventory and supplies specified by us; and
(v) Call Center services for the referral of prospective clients.

As of the Issue Date, we and/or our affiliate serves as our designated Approved Supplier for the following Required Items that you must acquire in connection with the establishment or ongoing operation of your Franchised Business: (i) certain Required Software that you are required to use in operating your Franchised Business; (ii) the technology services that we determine to provide to you as part of our then-current System as part of your Technology Fee (currently, $450 to $650/month); (iii) any Call Center services provided as part of any then-current Call Center Fee(s), including the provision of dedicated phone numbers (currently $65 per month plus tax per dedicated line, plus $6 per month plus tax for additional routing numbers). We may further develop proprietary products for use in your Franchised Business, including private-label products that bear our Proprietary Marks, and require you to purchase these items from us or our Affiliate(s) for resale to customers at your Franchised Business.

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if we approve the supplier in writing as outlined more fully in this Item, and the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Except as provided above in this Item, as of the Issue Date of this Disclosure Document neither we nor our affiliates are an Approved Supplier for any items you are required to purchase in connection with your Franchised Business. Except for our affiliates and us, none of our officers own an interest in any Approved Suppliers.

We reserve the right to designate us or any of our affiliates as an Approved Supplier with respect to any item and/or service you must purchase in connection with your Franchised Business at any time in the future.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases will account for approximately 70% to 90% of your total costs incurred in establishing your Franchised Business, and approximately 55% to 75% of your ongoing costs to operate the Franchised Business after the initial start-up phase (including any costs related to your approved Premises).

We reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business. We were formed in 2023 and first commenced offering franchise opportunities on the Issue Date, therefore neither we nor our affiliates have derived any revenue on account of franchisees' Required Purchases.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to offer any products or services in connection with your Franchised Business that are not Approved Products and Services, or purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before using or offering the non-approved product or service in connection with your Franchised Business or purchasing from a non-approved supplier. You must pay our then-current supplier or non-approved product evaluation fee when submitting your request. If you make such a proposal, we reserve the right to charge you the greater of the costs/expenses we incur in evaluating/testing your proposal in an amount up to $500 (per proposal).

We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 120 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve of must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Franchised Businesses in our System. If we do establish those types of alliances or programs, we may limit the number of Approved Suppliers with whom you may deal, designate sources that you must use for some or all products, equipment and services, and refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our Affiliates may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

We do not currently have any purchasing or distributing cooperatives as of the Issue Date, but we reserve the right to create such cooperatives in the future.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Advertising and Marketing

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

Approved Premises and Lease

You must obtain our approval of the Premises for your Franchised Business before you (a) acquire that site, or (b) otherwise take any steps to commence establishing or setting up your Franchised Business in any manner at or from that site.

Insurance

Franchisee must procure comprehensive liability, automobile, property and other types of insurance coverage as provided in our then-current Manuals, your Franchise Agreement, Franchisee's lease and as may be required by law. The estimate given in the chart is for the first year's premium for a customary comprehensive general liability policy, written on an "occurrence" policy form and including products liability coverage and broad form commercial liability coverage in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence and Five Million Dollars ($5,000,000) in the aggregate; business interruption insurance covering at least twelve (12) months of income; "special" loss coverage, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Franchised Business, for full repair and replacement value; "cyber" and privacy breach liability insurance in an amount not less than One Hundred

Thousand Dollars ($100,000); business automobile liability insurance in an amount not less than One Million Dollars ($1,000,000); and workers' compensation coverage as required by state law. Franchisee must list us/Franchisor (and any affiliate Approved Supplier) as an additional named insured. We do not have an Approved Supplier for insurance, but you must furnish us with certificates of insurance (or, at our request, copies of all insurance policies), evidencing the existence and continuation of the insurance coverage required by the Franchise Agreement. All policies must contain a waiver of subrogation in our favor, and must name us and any additional parties we designate as additional insureds (except with regards to workers' compensation insurance). All policies must be underwritten by companies having an A.M. Best rating of A or higher. You must maintain these insurance levels, as described more fully in this paragraph, throughout the term of your Franchise Agreement.

Computer Hardware and Software

You must purchase any and all computer hardware, software and peripherals in accordance with our System standards and specifications. We may require you to purchase any of these items from one of our Approved Suppliers. Currently, you must purchase our designated third-party POS System, CRM System, and appointment-booking system that will use the software we designate.

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 areas of this Disclosure Document.

Obligation	Section in the Franchise Agreement	Item Number in this Disclosure Document
a. Site selection and acquisition/lease	Sections 2(B), 2(C), 5(E), and 6(A) and Exhibit A	Items 11 and 12
b. Pre-opening purchases/leases	Sections 6(B), 6(G), 6(I) and 6(J)	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 6(C), 6(D) and 6(E)	Items 6, 7 and 11
d. Initial and ongoing training	Sections 5(A), 5(B), 5(C) and 5(G)	Items 6, 7 and 11
e. Opening	Section 6(C)	Items 7 and 11
f. Fees	Section 4(A)	Items 5 and 6
g. Compliance with standards and policies/Manuals	Sections 5(D), 6 and 8	Items 8 and 16
h. Trademarks and proprietary information	Section 7	Items 13 and 14
i. Restrictions on products/services offered	Sections 6(F), 6(J), 6(K), 6(L) and 6(S)	Items 8 and 16
j. Warranty and customer service requirements	Section 6(T)	Item 16
k. Territorial development and sales quotas	Sections 2(B) and 6(Z)	Item 12

l. Ongoing product/service purchases	Sections 6(G), 6(H), 6(I), 6(J) and 6(K)	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 3(B)(7) and 6(G)	Items 6 and 17
n. Insurance	Section 11	Items 6, 7 and 8
o. Advertising	Sections 5(F), 5(H) and 9	Items 6, 7 and 11
p. Indemnification	Sections 7(M) and 12(C)	Item 6
q. Owner's participation/ management/ staffing	Sections 6(V) and 6(Y)	Item 15
r. Records and reports	Sections 4(D) and 10	Item 11
s. Inspections and audits	Sections 5(L), 6(Q), 6(U), 10(b) and 10(G)	Items 6, 11
t. Transfer	Section 13	Item 17
u. Renewal	Section 3(B)	Item 17
v. Post-termination obligations	Sections 14(B) and 16	Item 17
w. Non-competition covenants	Section 14	Item 17
x. Dispute resolution	Section 21	Item 17
y. Guarantee	Exhibit B of the Franchise Agreement	Not Applicable

ITEM 10
FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, lease or other obligations.

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

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

A. Pre-Opening Obligations

Prior to the opening of your Franchised Business, we (or our designee) will provide you with the following assistance:

1. If you have entered into a Multi-Territory Addendum, we will designate your Territories in which you will have the right to secure one or more Premises (each of which we must approve) for your Franchised Business. (Multi-Territory Addendum, Exhibit A, Section 1).

2. We will designate your Territory (or Territories) and include its boundaries in a Data Sheet attached as Exhibit A to your Franchise Agreement. (Franchise Agreement, Section 2(B)).

3. We will provide site selection guidelines and assistance in connection with selecting the Premises for the office. The general site selection and evaluation criteria that we consider in approving your site include, among other things, the condition of the premises, vehicular and pedestrian access, population demographics of the surrounding area and general suitability. (Franchise Agreement, Sections 2(B) and 5(E)).

4. We will also review (and subsequently approve/disapprove) any proposed lease or purchase agreement for each location that you propose as a Premises, as applicable, if you present any such proposals to us prior to opening. (Franchise Agreement, Sections 2(B) and 5(E)).

5. We will provide information regarding sources for signs, equipment, fixtures, furnishings,

improvements and other products and services for your Franchised Business, including a list of approved suppliers and vendors. You must obtain the signs, equipment, fixtures, furnishings, improvements and other products and services directly from our approved suppliers and vendors. You are then required to deliver and install them yourself. (Franchise Agreement – Section 5(D)).

6. We will approve or disapprove any other initial advertising or marketing materials, business forms, stationery, business cards, or other forms you intend to utilize. (Franchise Agreement – Section 9(B) and 5(H)).

7. We will provide you with our initial training program that covers material aspects of the operation of the Franchised Business (the "Initial Training Program"). (Franchise Agreement, Section 5(A)).

8. We will, after your successful completion of initial training, provide you with access to our Manuals, handbooks and other related materials in which we designate our System standards. (Franchise Agreement – Section 5(D)).

9. We will provide you with guidance and/or directives on how to expend the required funds for the promotion and advertisement of the initial launch of your Franchised Business. (Franchise Agreement, Section 9(C)).

10. We will provide access to our confidential Operations Manuals. As of the issuance date of this Disclosure Document, we have two Operations Manuals, which together total 590 pages. All Manuals, including the Operations Manuals, are the sole property of Franchisor and are highly confidential. You must use your best efforts to maintain the confidentiality of these Manuals, and all copies (hard copies or electronic files) of the Manuals must be returned upon request. We may revise or modify the Manuals to reflect new System standards. You must accept and comply with such revisions, modifications and additions, which may be communicated by mail, email, posting on our Websites or otherwise. You are prohibited from copying or distributing the Manuals and must only use information in the Manuals to manage your Franchised Business (Franchise Agreement Section 5(D)).

B. Site Selection and Related Obligations

Our franchise offering assumes that you will operate your Franchised Business, at least initially, from a self-storage location that offers parking spaces of at least 5' x 5' in size for the parking of your Approved Vehicle. You must (a) obtain our prior written approval for the premises from which you will operate your Franchised Business, and (b) ensure that your proposed third-party space is consistent with any site selection guidelines to the extent they have been provided to you in writing at the time you submit your request to operate from a third-party space.

We may evaluate any third-party space you propose and will typically consider the following: accessibility via various modes of transportation, delivery and parking accommodations, area security, and other factors. We may also condition our approval of any proposed location on the landlord for such space agreeing to afford us a collateral assignment of lease and certain other rights in connection with the leased space that are set forth in the form of lease addendum attached to your Franchise Agreement as Exhibit C. (Franchise Agreement, Sections 2(B) and 5(E));

You must assume all costs, liabilities, expenses and responsibility for: (i) locating, obtaining and developing the Premises for your Franchised Business; and (ii) equipping and, if you determine appropriate in connection with a third-party space, constructing and/or building out the Premises for use as a Franchised Business, all in accordance with our System standards and specifications. We may provide you with our current written site selection guidelines, to the extent such guidelines are in place, and any other site selection counseling and assistance we believe is advisable. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location. We may then use these factors

in determining the suitability of your proposed site for the Premises of your Franchised Business. We may require you to use our Approved Supplier for site-selection assistance. (Franchise Agreement, Section 5(F)).

In deciding whether to approve a site, we may also consider, among other things: (i) demographic characteristics, traffic patterns, allowed design and building, parking, allowed signage, and the predominant character of the neighborhood surrounding the proposed site; (ii) competition from other businesses selling similar services and/or products within the area, along with the proximity of the Premises to these businesses and the nature of all other businesses in proximity to the proposed site; (iii) zoning restrictions, soil and environmental issues, and other commercial characteristics; and (iv) the size, appearance, and other physical characteristics of the proposed site.

We will use reasonable efforts to approve or reject any proposed third-party space you propose within 30 days of the date you provide us with all requested materials. If we determine that an on-site evaluation is necessary, then you must: (i) submit to us in the form we specify a description of the site prior to our representative conducting its on-site evaluation, including evidence that the site satisfies our site selection guidelines and any other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site; and (ii) reimburse us for the expenses incurred in connection with such an evaluation. If we do not provide our specific approval of a proposed location within this 30-day period, the proposed location will be deemed rejected.

Unless we agree otherwise in writing, we expect that your Premises will be located within the Territory you are awarded under your Franchise Agreement and/or Multi-Territory Addendum.

C. Typical Length of Time Before Operation

Single Unit Franchise

Your Operating Principal must attend our Initial Training Program prior to opening the Franchised Business. (Franchise Agreement – Section 6(M)(1). Within two (2) weeks of signing the Franchise Agreement, you must typically place an order for your Approved Vehicle(s) and, prior to starting operations, must obtain all necessary business licenses, including any licenses required to provide moving and packing services. You must promptly respond to all additional requests by governmental agencies or entities or organizations issuing business licenses necessary to operate your Franchised Business. (Franchise Agreement – Sections 6(D) and (E)).

We estimate that the time from signing the Franchise Agreement to opening the Franchised Business will be approximately three (3) to five (5) months. However, this time may be impacted by shortages, delivery schedules and other similar factors, licenses, and training.

You must begin operating your Franchised Business within five (5) months after signing the Franchise Agreement, but we may extend this time period if you have not received all permits to operate your Franchised Business. (Franchise Agreement – Section 6(C) and (D)).

You may not open your Franchised Business until all amounts owed to us have been paid, all required persons have completed our training program, you have provided to us proof of insurance coverage, and all equipment and supplies have been purchased or leased according to our specifications. If you do not begin operating your Franchised Business within five (5) months after signing the Franchise Agreement, we may terminate the Franchise Agreement. (Franchise Agreement – Section 15(B)).

Multi-Territory Operations

If you have entered into a Multi-Territory Addendum with us, and have (i) signed a Franchise Agreement for

each Territory in which you will operate, (ii) completed all pre-opening obligations, including attending and successfully completing the Initial Training Program, (iii) paid to us the applicable Development Fee, and (iv) commenced operating your Franchised Business in at least one (1) of your Territories, then you may commence operations in each additional Territory in which you have been granted the right to operate immediately upon your execution of the Franchise Agreement for that Territory.

D. Post-Opening Obligations

After the opening of your Franchised Business, we (or our designee) will or may provide you with the following assistance:

1. We may visit (at your request) your Franchised Business, as we determine appropriate and in our discretion, to provide additional on-site assistance and training. This assistance is subject to our availability and your payment of our then-current training fee and will typically take place around the time you initially launch operations of your Franchised Business. You will be responsible for the travel, lodging and related expenses incurred by our trainers. (Franchise Agreement – Section 5(B))

2. We may require you to attend meetings or conferences with our personnel and other franchisees. (Franchise Agreement – Section 5(Q)).

3. We may conduct advertising and/or public relations activities in local, regional and national print publications. We may provide marketing and/or advertising materials for your use, at your own expense. (Franchise Agreement – Section 9(E)).

4. We, or a designated third party, may provide you with an email address and may design, update and host our Website, which may contain a webpage for the promotion of your Franchised Business. (Franchise Agreement – Section 5(J) and Section 9(G)).

5. We will provide you access to our list of then-current Required Items and, if applicable, our Approved Suppliers, via the Operations Manual(s) or otherwise in writing. (Franchise Agreement – Section 5(D)).

6. We may provide additional post-opening training for you and/or your representative, as described in this Item. (Franchise Agreement – Section 5(B) and (C)).

7. We may provide local advertising and marketing assistance in a manner, form and frequency we deem appropriate. (Franchise Agreement – Section 9(D)).

8. We may provide local advertising, marketing, customer training, educational plans and materials, including radio commercial tapes, merchandising materials, sales aids, special promotions and similar advertising, at your own expense. (Franchise Agreement – Section 5(F) and 9(D)).

9. We may provide in-person or virtual individual or group counseling in the operation of the Franchised Business presented by seminar, webinar, phone, newsletters or bulletins. (Franchise Agreement – Sections 5(B), (C) and (G)).

10. We may provide advice concerning operations, new techniques or operating methods for the Franchised Business, and use of the Manuals. (Franchise Agreement – Section 5(G)).

11. We may conduct periodic inspections of your Franchised Business. In an effort to maintain a high quality of performance, we may contact any customer you serviced. (Franchise Agreement – Section 5(L) and 4(C)).

12. We may establish and enforce System standards. (Franchise Agreement – Section 19).

13. We may establish and administer a Fund for national and regional advertising, publicity, brand development and promotion deemed necessary for promoting the System, Marks and Approved Services. (Franchise Agreement – Section 9(E)).

14. We may specify minimum policy limits for certain types of insurance coverage and review, verify and/or approve proof of insurance and forms of additional insured endorsements. (Franchise Agreement – Section 11).

Except as provided above, we are not required to provide any other service or assistance to you for the continuing operation of your Franchised Business.

E. Advertising and Marketing

Initial Marketing Spend

You must spend between $3,500 to $7,500, as we designate, on an initial marketing and advertising campaign to promote the opening of your Franchised Business. This Initial Marketing Spend is also required if you purchase an existing Franchised Business. We must approve of the initial marketing campaign before you conduct it, and you must carry out the approved campaign during a three (3) month period, which may begin prior to the opening of the Franchised Business, or at the time of the resale if you are purchasing an existing Franchised Business. The amounts you spend in connection with your Initial Marketing Spend are typically not refundable. We may provide you with guidance for these activities, and we may review and approve the materials you use as part of your Initial Marketing Spend.

Local Advertising Requirement (or "LAR")

Some advertising placement may be done on a local basis and some advertising placement is through a preferred national partner. We and our affiliates reserve the right to be the exclusive suppliers of the advertising materials used in the System. As of the Issue Date of this disclosure document, you must use our designated supplier of the following services: website management, SEO and SEM services, pay-per-click advertising services. All advertising, marketing and promotional plans and/or materials you use, including any advertising and/or marketing plan or material used for the internet and/or a worldwide web page, must be conducted in a dignified manner and must conform to the standards and requirements stated in the Manuals or otherwise. You currently must spend a minimum amount equal to (i) $1,500 per month for the first three months (ii) $2,500 per month for months 4 through 24; and (iii) $5,000 per month for each month thereafter (per Territory) as we designate, on local advertising and marketing. (Franchise Agreement – Section 9(D)).

You must obtain our prior approval of all advertising, marketing and promotional plans and materials not prepared by us or previously approved by us. We will approve or disapprove the plans and materials within a fifteen (15) day period from receipt. If we do not disapprove of the plan and/or material within the fifteen (15) day period, the plan and/or material is deemed not approved. You may not use any unapproved plans or materials. You must promptly discontinue use of any advertising, marketing or promotional plans or materials, upon notice from us. We may require you to place advertising in specific media, such as print, social media and direct mail, and determine what percentages of your advertising should be allocated to each medium. All use of any of the Marks must meet all System standards. (Franchise Agreement – Section 9(B)).

We may require you to include certain language in your local advertising materials, such as "Franchises Available" and the addresses of our Websites and phone number.

SEM Fee(s)

In addition to your Local Advertising Requirement, you must also pay our Approved Supplier the then-current SEM Fee each month or as otherwise set forth in the Manual(s) (currently, $350 to $750 per month per Franchised Business).

Regional Cooperatives

We may designate any geographic area where we or our affiliates operate two or more Franchised Businesses and/or businesses ("Company-Owned Businesses") as a region for an advertising cooperative (a "Cooperative"); or we may approve of the formation of an advertising Cooperative by our franchisees. The members of the Cooperative for any area will consist of all Franchised and Company-Owned Businesses, whether operated by us, our affiliates or our franchisees. We have the right to dissolve, merge or change the structure of the Cooperatives. Each Cooperative will be organized with the purpose of administering advertising programs and developing promotional materials for use in local advertising. If a Cooperative has been established for a geographic area where your Franchised Business is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative. Cooperatives may have written governing documents, such as by-laws, which we must approve. (Franchise Agreement – Section 9(H)).

Each Cooperative has the right to require its members to make contributions to the Cooperative in amounts determined by majority vote, and failure to make any such payments is a breach of the Franchise Agreement. (Franchise Agreement – Section 9(H)). The payments you make to a Cooperative may be applied toward your Local Advertising Requirement; but if the amount you contribute to a Cooperative is less than the amount you must spend on local advertising, you must still spend the difference locally.

All contributions to the Cooperative will be maintained and administered by us or the Cooperative. The Cooperative will be operated for the collection and expenditure of the Cooperative fees for the purposes outlined above. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without obtaining our approval. We may require that the Cooperative prepare periodic financial statements; and if they are prepared, you may review them. The Cooperative will not conduct advertising that is principally a solicitation of franchise sales. Currently, there are no Cooperatives in the System.

Brand Development Fund (or "Fund")

We currently operate a Fund to promote, market, advertise and/or otherwise develop the System, Marks and Approved Services. You must pay a non-refundable Fund Contribution each week at the same time and in the same manner as the Royalty Fee, equal to one percent (1%) of Gross Sales generated by your Franchised Business in the preceding reporting period. We may adjust the Brand Fund Contribution upon thirty (30) days' notice, but it will not increase above two percent (2%) of Gross Sales generated by your Franchised Business during the preceding reporting period. (Franchise Agreement – Section 9(E)).

1. The Fund is used for national and regional advertising, publicity, brand development and promotion relating to the System and Approved Services. We, in our sole discretion, determine how the Fund is spent and administered. Without limiting this broad discretion, the Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national and/or regional advertising materials, programs and public relations activities including, without limitation, the cost of (i) preparing and conducting television, radio, magazine, billboard, newspaper, direct mail and other media programs and activities; (ii) preparing promotional brochures, coupons and other marketing materials; (iii) conducting marketing surveys and test marketing; (iv) digital/social media and email marketing efforts; (v) developing, optimizing and maintaining the System website; (vi) development of customer facing technology; (vii) attendance and participation in industry trade shows; (viii) digital media marketing and social media marketing; and (ix)

employing third party agencies, including outside vendors and consultants, to assist therewith.

2. We oversee all advertising, publicity, brand development and promotional programs, with sole control over creative concepts, materials, media used and placement and allocation thereof. We do not warrant that any particular franchisee will benefit directly or pro rata from expenditures by the Fund. We are not required to spend any of your Fund contributions in your Territory.

3. The Fund may be used to meet any and all costs associated with customer retention management ("CRM"), marketing automation platforms, social media marketing platforms, marketing feature development (including in our work order platform), current and future developed marketing media, methods and platforms, development of marketing related dashboards and/or marketing components of such dashboards. All Fund contributions will be maintained in a separate account from the monies of Franchisor. With the exception of costs and expenses (including overhead and salaries) incurred in connection with activities related to the maintenance, direction, or administration of the Fund, and/or Fund activities, Fund contributions will not be used to defray any of our general operating expenses.

4. We may spend all Fund contributions during our fiscal year within which such contributions are made; however, we have no obligation or duty to do so. If excess amounts remain in any Fund at the end of such fiscal year, these excess amounts will roll over into the Fund for the following fiscal year. Fund contributions are not refundable at any time, including upon termination or expiration of the Franchise Agreement.

5. We have the right to suspend or terminate the Fund at any time.

6. We will not use Fund contributions principally to develop materials and programs to solicit franchisees. However, media, materials and programs prepared using Fund contributions may describe the franchise program, reference the availability of franchises and related information and process franchise leads.

7. We may structure the Fund's organization and administration in any way we determine. We may organize and reorganize the Fund into a separate entity, as we deem appropriate, and we may transfer all Fund contributions and assets to the entity. We may require you to pay the Fund contributions directly to the entity.

8. If you submit a written request to us on or before March 31 of a given calendar year, we will provide you with an unaudited accounting of the operation of the Fund (which may be prepared internally) for the immediately preceding calendar year within 30 days following the completion of such accounting and in no event, no sooner than 120 days after our fiscal year end. The cost of the accounting and any accompanying statement will be paid out of Fund contributions. We retain the right to have the Fund reviewed or audited and reported on, at the expense of the Fund, by an independent certified public accountant selected by us, but we are under no obligation to do so.

9. The Fund is not a trust and we have no fiduciary duty to you in administering the Fund.

We first began offering franchises as of the Issue Date of this Disclosure Document and therefore did not collect any Fund contributions prior to the Issue Date.

Advisory Council

We may establish a Franchise Advisory Council ("FAC") to represent the voice of franchisees across our System and to collaborate and provide feedback to the Franchisor with the intent of improving various components of the System, including, but not limited to, the Approved Services, marketing and promotion, and training. In the event we establish the FAC, the FAC will not have decision making authority or the

authority to establish or modify System policies. We have the sole right to form, change, merge and dissolve the FAC at any time. (Franchise Agreement - Section 9(F)).

F. Computer System

You must purchase or lease a computer system, including hardware and software we specify, for your Franchised Business. The computer system you must purchase or lease currently includes the following hardware: a general-purpose laptop computer, iPad, printer, scanner and fax machine (all-in-one printer/scanner/fax systems are acceptable), and a handheld smartphone device, or such other device as we designate, for each Approved Vehicle you are utilizing in connection with the Franchised Business.

In addition to the preceding hardware requirements, you must purchase and use the Required Software we designate. You must have a high-speed internet connection for your computer system (such as cable or DSL), and you must make sure that we have independent electronic access to the data stored in your computer system and on the cloud, at your expense. You may purchase your computer system from any supplier, unless we designate a specific approved supplier. You must provide us with an independent login and password for your accounting software that has accountant-level privileges and grants us independent access to the reports generated. (Franchise Agreement – Section 10(C).

Your computer system will provide you with the following functions: accounting, customer scheduling, customer contact information and employee scheduling. We anticipate that the initial cost of your computer system will be between $650 to $1,800. If you already own computer and communications equipment that meets our specifications, your cost may be less. We do not require you to have a maintenance contract for your computer system, but we strongly suggest that you do. (Franchise Agreement – Section 6(L)).

We have the right to independently access your computer system software and/or hardware. You are required to ensure we have independent access to your sales reporting software and point of sale system at all times. We reserve the right to obtain access to your computer system in the future, at your expense. If we obtain such access, we will have the right to access and retrieve data from your computer system, including data relating to your customers, Gross Sales, and pending and fulfilled orders. Any data related to the Franchised Business that we access from your computer will become our property. We have the right to share the information relating to your customers, Gross Sales, orders and services to other franchisees or third parties. (Franchise Agreement – Sections 6(Q) and (U)).

You must upgrade the computer system, and/or obtain service and support, as we require or deem necessary. There are no contractual limitations on the frequency and cost of your obligation to obtain maintenance, updates or upgrades. We are not obligated to reimburse you for these costs. We do not expect to provide you with any maintenance updates or upgrades for your computer system hardware. (Franchise Agreement – Section 6(L)). We expect that any costs in connection with such maintenance/support for the Computer System hardware will be between $500 and $1,500 per year.

G. Website and Internet Use

You will not have the right to update, upgrade, amend or host the Website. You may suggest changes to the webpage designated for your Franchised Business with items of news and events that we may include on your webpage. The Website will contain information on the services provided by the System. We reserve the right to establish an e-commerce platform on the Website and require you to participate with any such program. The Website may also contain information on the awards and achievements of us and our affiliates. The Websites and their content are updated based upon our judgment of what is appropriate. We may restrict, limit, control or designate nearly every aspect of your use of websites, the Internet, intranets, worldwide web home pages or e-mail, and require you to participate in a centralized website. Neither you, nor any of your Owners or employees, are permitted to use an e-mail address that is not associated with our www.letsgetmovingcanada.com and www.letsgetmovingusa.com for your Franchised Business. (Franchise

Agreement Section 7(J) and Section 9G)).

You may not establish any website, blog, Instagram account, Facebook page, Twitter account, email distribution list, or other Internet-based presence that uses or displays any of our IP without our prior written consent. For certain websites, including, but not limited to, Facebook, Instagram, Yelp and other such mediums, currently in existence or developed in the future, we are to have primary administrative rights for your Franchise. We will then provide you with subordinate administrative access and guidelines for your use of such mediums, so that you may promote your business locally. We may request that you turn over all passwords to any social media websites or similar internet-based mediums immediately upon creation. Upon termination or expiration of the Franchise Agreement, we will remove your administrative access, and we retain ownership and control of all content created during the franchise term. (Franchise Agreement Section 9(G))

H. Initial Training Program

We will provide initial pre-opening training in our methods and techniques ("Initial Training"). Certain portions of Initial Training will be provided by Franchisor remotely via telephone calls, webinars or other online methods. Other portions of Initial Training may require attendance at Franchisor's headquarters in Toronto, Ontario Canada, at one of our affiliate's locations or another facility designated by us for a period that typically lasts approximately two (2) weeks. Our training program is mandatory for all franchisees' Operating Principals. We may modify any aspect of our training program to accommodate the needs or experience of any individual trainee. We provide instructors and training materials for your Operating Principal and one (1) other Owner or manager, but you must pay for all other expenses. See Item 6 for Training Fees.

You must complete Initial Training to our satisfaction at least two (2) weeks prior to opening the Franchised Business. Failure to do so will give us the right to terminate your Franchise Agreement. (Franchise Agreement – Section 5(A)).

The materials we use in our training program include the Manuals, hand-outs and other materials we see as beneficial to our franchisees. Our current training program is described below.

INITIAL TRAINING PROGRAM

Subject	Online Training Hours	In-House Training Hours	Location
Dispatch Department • Morning Check • Truck Materials • Managing Fleet • Truck Inspection • Storage and Warehousing • Web Order Deliveries • Mechanical Issues and Parts • Additional Tasks	4	10	Toronto ON, or Your Location
Operations Department	10	12	Toronto ON, or Your Location

• Overview of Other Departments • Managing Movers • Scheduling • Technical Maintenance • Customer Service • Invoicing • Housekeeping Matters • Operations Management • Operations Manager and Agent Responsibilities			
Human Resource Management • Hiring and Onboarding • Managing Employees	2	6	Toronto ON, or Your Location
Safety and Compliance • Managing Cleaning • Facility Management • Safety Compliance	2	5	Toronto ON, or Your Location
Customer Service • Managing Claims • Reputation Management • Gift Basket and Office Supply Orders	3	8	Toronto ON, or Your Location
Bookkeeping • How to Do Accounting • Financial Responsibilities • Payroll Processing	4	6	Toronto ON, or Your Location
Marketing • Google and Bing Ads • Marketing Tolls • Marketing Reports	2	2	Toronto ON, or Your Location
Sales Process • Sales Staff Scheduling • Sales Processes • Agent Management • Sales Philosophy • Handling Calls	8	3	Toronto ON, or Your Location

• Estimates • Follow Ups • Reservations • Calculating Move Cost			
Quality Assurance • Monitoring Calls • Maximizing Leads and Increasing Sales	2	1	Toronto ON, or Your Location
Driver/Helper Training • Responsibilities • Packing • Loading • Storage Training	10	7	Toronto ON, or Your Location
TOTAL	**47**	**60**	

Before we approve or schedule you (or any of your initial personnel) to attend any portion of the Initial Training Program, you may be required to: (i) submit, and obtain our approval of your Initial Marketing Spend plan for the Franchised Business; (ii) demonstrate that you have pre-paid all amounts in connection with the Initial Marketing Spend or are in a position to do so in the near future; (iii) undertake all steps to establish the EFT Account to use with your Franchised Business, including ensuring that both we and our designee has all authorizations to access this account; (iv) demonstrate that you have all required insurance policies in place and that these policies name us and our designees as additional insureds; and (v) provide us with completed and signed copies of all exhibits to your Franchise Agreement. (Franchise Agreement, Section 6(M)).

We may amend or modify any portion of the contents of the initial training program. If you offer moving and packing services, you must receive our moving training.

We will hold our training program on an "as-needed" basis, based on new franchisees in the System and the number of Franchised Business openings. Training will be conducted under the supervision of our Operations Manager, Nick Higuit, who has more than 7 years of experience in the subjects taught in our Initial Training Program and has been with us or our affiliates for more than 5 years. We may use substitute trainers to teach any of the subjects listed above, but all of our trainers will have at least one year of relevant industry experience in the subjects taught.

We may require your Operating Principal to attend additional, periodic or refresher training, but we do not anticipate doing so in the near future. There is no charge for mandatory additional training unless it is required as a result of your breach of the Franchise Agreement or System standards, upon renewal of the Franchise Agreement, or upon a change in your Operating Principal. You may request additional training at our then-current fee, which is currently $400 per trainer per day, plus expenses, including travel, lodging, meals, and applicable wages. (Franchise Agreement – Section 5(C)).

ITEM 12
TERRITORY

You will operate from one site located in your Territory (defined below) and you may not relocate the

Franchised Business without our prior written consent, which we will not unreasonably withhold, provided: (i) you secure an alternate location for the Franchised Business within the Territory (as defined below); and (ii) you reimburse us for the reasonable costs that we incur for evaluating and approving the proposed relocation. If you can no longer use the location due to circumstances beyond your control, including unreasonable lease terms or destruction of the premises, we will not unreasonably withhold our written consent to relocate.

Franchise Agreement: Territory

If you are awarded a franchise under our Large Market offering, you will receive a Territory containing a population of more than 750,000 people. If you are awarded a franchise under our Standard Market offering, you will receive a territory containing under 750,000 people (under either Format, your "Territory").

The number of people in your Territory will be determined by the most recent figures available from the United States Census Bureau at the time you execute the Franchise Agreement, or comparable published demographic data, and by metropolitan or statistical boundaries, street boundaries, zip codes or housing subdivisions, or other criteria we choose. You are not permitted to service customers located outside of your Territory unless you obtain our prior written consent, which may be granted or withheld in our sole and absolute discretion, and which may be conditioned upon your execution of designated agreements and/or acknowledgments.

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.

For so long as you are in compliance with the terms of your Franchise Agreement, we will not establish any other Franchised or Company-Owned Business in your Territory under the Proprietary Marks associated with the System. We may establish alternate channels of distribution selling similar services and products, including e-commerce, Internet, mail order or catalogs. We are not required to pay you any compensation for soliciting or accepting orders inside your territory obtained through these alternative channels of distribution. Although at this time we have no plans to establish other franchises or company-owned or other channels of distribution selling or leasing similar products or services under a different trademark, we expressly reserve the right to do so. There are no geographic restrictions on soliciting or advertising for customers in your Territory. You may not: (i) solicit or advertise outside of your Territory without first securing our prior written consent, which may be granted or withheld in our sole and absolute discretion, and which may be conditioned upon your execution of designated agreements and/or acknowledgments; (ii) solicit or advertise on the Internet without our consent; or (iii) service any customer located outside of your Territory without obtaining our prior written consent, which may be granted or withheld in our sole and absolute discretion, and which may be conditioned upon your execution of designated agreements and/or acknowledgments.

You may not market your Franchised Business, solicit customers, provide services or offer or sell products outside of your Territory, except as otherwise provided in this Item 12.

Multi-Territory Addendum

We may offer qualified candidates the right to enter into our form of Multi-Territory Addendum (attached to this Disclosure Document as Exhibit B). When you sign your Multi-Territory Addendum, you will be granted the right to operate your Franchised Business in multiple designated Territories. Franchisor will determine or approve the location of these Territories, and the then-current standards for sites and territories will apply. During the term of the Multi-Territory Addendum, we will not open or operate, or license any third party the right to open or operate, any other Franchised or Company-Owned Business within the Territories.

In order to develop and operate in additional Territories pursuant to a Multi-Territory Addendum you enter

into with us, you must: (i) be in compliance with the terms of any and all Franchise Agreements by and between you (and/or any of your affiliates) and us, and (ii) sign our then-current form of franchise agreement to govern that Territory.

Reservation of Rights

Your rights under the Franchise Agreement and Multi-Territory Addendum do not include: (i) any right to offer any products or service via e-commerce; (ii) any right to establish an independent website or establish a URL incorporating the Proprietary Marks or any variation thereof; (iii) any right to sell merchandise via wholesale; (iv) any right to distribute, market, or implement our products and services in any channel of distribution not specifically identified in this Agreement; (v) the right to sub-license the franchise business in any fashion; or (vi) the right to sell your Territory, independent of your entire Franchised Business, to another person or franchisee, without our written permission.

You expressly understand and agree that we and our affiliates shall have the right to: (i) own and operate franchised businesses at any location(s) outside of the Territory under the Proprietary Marks, or to license others the right to own and operate a Franchised Business at any location(s) outside of the Territory under the Proprietary Marks and System; (ii) the right to own and operate businesses under different marks at any location(s) inside or outside of your Territory, or license to others the right to own and operate such businesses, under different marks at any location(s) inside or outside of your Territory (such businesses will not primarily provide the Approved Services); (iii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution; and (iv) use the Proprietary Marks and System, and license others to use the Marks and System to engage in any other activities not expressly prohibited in this Agreement. You do not have any of the foregoing rights under your Franchise Agreement, and we are not required to provide you any compensation for any of these activities.

Other System Businesses offering moving services may accept business in your Territory if it involves a customer moving *from* their Territory *to* your Territory.

If you enter into a Multi-Territory Addendum, we will have the same reserved rights set forth above.

Alternative Distribution Channels

Except as explicitly stated below, we retain the right to sell services or products under the Proprietary Marks within and outside your Territory, through any method of distribution other than a dedicated Franchised or Company-Owned Business under the Proprietary Marks, including sales through channels of distribution such as the Internet, retail or wholesale stores, catalog sales, telemarketing or other direct marketing sales (together, "Alternative Channels of Distribution"). You may not use Alternative Channels of Distribution to make sales outside or inside your Territory and you will not receive any compensation for our sales through Alternative Channels of Distribution.

Approved Premises and Relocation

You may not relocate your Franchised Business without our prior written approval. In considering whether or not to permit you to relocate your Franchised Business, we may consider any and all factors we deem important, including the proximity of the proposed location to the territory of another franchisee. Any attempt to relocate your Franchised Business without our consent will constitute grounds for termination of your Franchise Agreement. Unless we agree otherwise in writing, your Premises must be located within the Territory that you are awarded in connection with your Franchise Agreement and, if applicable, any Multi-Territory Addendum.

You do not have the right to operate a Franchised Business in any other territory without an executed Franchise

Agreement for that territory.

Additional Required Disclosures

Neither the Franchise Agreement nor the Multi-Territory Addendum provides you with any right or option to open and operate additional Franchised Businesses (other than as specifically provided for in your Multi-Territory Addendum if you are granted multi-territory development rights). Regardless, if you enter into a Multi-Territory Addendum with us, each Territory must be governed by its own specific form of Franchise Agreement. You must meet our then-current qualifications for new franchises, as set forth in our then-current Franchise Agreement, to qualify for additional businesses.

We have not established another Franchised Business, Company-Owned Business, or distribution channel that sells or leases similar products or services under different trademarks than those contained in this Disclosure Document.

Neither we nor our affiliates have established, or presently intend to establish, any other franchised or company-owned businesses that offer the Approved Services under a different trade name or trademark. However, we reserve the right to do so in the future.

ITEM 13
TRADEMARKS

We grant you the right to operate your Franchised Business under our current proprietary marks (the "Proprietary Marks"). Currently, we grant you the right to offer the Approved Services under the name "Let's Get Moving." We own or have the right to license the Proprietary Marks listed below and the rights to use the Proprietary Marks and sublicense them to our franchisees.

Our Affiliate Franchisor (and "TM Licensor") is the owner of the following application for the Proprietary Mark below on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Serial Number	Filing Date
LET'S GET MOVING (design)	98044344	June 15, 2023

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We expect and intend to work with TM Licensor to file all affidavits and other documents with the USPTO to maintain the federal registration described above. We have the right to use, and license others to use, the Proprietary Mark above and other Proprietary Mark(s) we determine appropriate in connection with this franchise offering and the System generally, pursuant to a perpetual, royalty-free license agreement with TM Owner.

In the event that license is terminated for any reason, the parties have agreed that TM Licensor will continue to work with System franchisees to continue to license the Proprietary Marks it determines appropriate to those franchisees for so long as they have a valid and in-term franchise agreement in place.

You must strictly comply with our standards, specifications, rules, requirements, and instructions regarding the use of the Proprietary Marks. The goodwill associated with our Proprietary Marks will remain our exclusive property, and you will receive no tangible benefit from our goodwill, except from the operation or possible sale of the Franchised Business during the term of the Franchise Agreement. Any increase in the

goodwill associated with our Proprietary Marks during the term of the Franchise Agreement will benefit us. All rights to use our Proprietary Marks will automatically revert to us without cost and without the execution or delivery of any documents, upon the expiration or termination of your Franchise Agreement.

As of the Issue Date of this Disclosure Document, there is no litigation pending arising out of our Proprietary Marks, and we are not aware of any superior rights in, or infringing uses of, our Proprietary Marks that could materially affect your right to use these marks. Presently, there are not any effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, province, territory, or region, or any court adverse to our rights in the Proprietary Marks, nor are there any pending infringement, opposition or cancellation proceedings, or any material litigation, involving the Proprietary Marks. Lastly, besides the license agreement described above, there are no agreements in effect that significantly limit our right to use, or license the use of, the Proprietary Marks that are material to the franchise.

You may not use all or any portion of our Proprietary Marks as part of your company name and, without our prior written consent, as part of your trade name or "d/b/a". You may not modify the Proprietary Marks with words, designs or symbols, except those that we license to you. You may not use our Proprietary Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. During the term of the Franchise Agreement and continuing after the expiration or termination of the Franchise Agreement, neither you nor any of your managers will, directly or indirectly, contest, challenge or assist in the contesting or challenging of, our right, title, ownership, or interest in our Proprietary Marks, trade secrets, methods, procedures, and advertising techniques that are part of our franchise System, or contest our sole right to register, use, or license others to use, our Proprietary Marks, trade secrets, methods, procedures, advertising techniques, and any other mark or name that incorporates the words "Let's Get" or "Moving" or any similar word(s).

You must immediately notify us, in writing, if you become aware of any unauthorized use of our Proprietary Marks or other proprietary information, and you must permit us to participate in any litigation involving you and our Proprietary Marks. We will take the action we think appropriate. We will indemnify, defend and hold you harmless in connection with any third-party claims that are brought against you that arise solely out of your authorized use of any Proprietary Marks in the manner we prescribe, provided you immediately notify us of the proceeding (within three (3) days) and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel, unless we approve of your use of such counsel in writing prior to you engaging counsel. We will not reimburse you for disputes where we challenge your use of our Proprietary Marks.

You must modify or discontinue using any of the Proprietary Marks, and add new names, designs, logos or commercial symbols to the Proprietary Marks as we instruct. We may, at our sole discretion, impose changes whenever we believe the change is advisable. We do not have to compensate you for any costs you incur to make the changes we require. You will receive written notice of any change, and will be given a reasonable time to conform to our directions (including changing signage, marketing displays, trade dress and other advertising), at your sole expense.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, except that you can use the proprietary information in the Manuals and our affiliate's products (described in Item 11 of this disclosure document). Although we have not filed an application for a copyright registration for the Manuals or advertising materials, we claim common law copyright in these materials and all other proprietary materials that we and/or our principals develop for use with the System or a Franchised Business. The Manuals are confidential, and we require you to treat it as such. You must tell us when you learn about any unauthorized use of the Manuals. We have not filed a patent on our proprietary products.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials.

Should you become aware of any unauthorized third party using our copyrighted materials, we ask that you notify us immediately. We may revise our System and any of our copyrighted materials and may require that you stop using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials.

During the term of the Franchise Agreement, you will receive information that we consider to be trade secrets and confidential information. You may not, during the term of the Franchise Agreement or any time after that, communicate, divulge, or use for the benefit of any other party these trade secrets, copyrighted materials, methods and other techniques and know-how concerning the operation of the Franchised Business (the "Confidential Information"). You may only divulge the Confidential Information to your employees who must have access to it in order to perform their job duties.

The Franchise Agreement provides that if you, your employees, or principals develop any inventions, discoveries, and improvements that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), you must disclose those Improvements to us. All such Improvements will automatically be owned by us without compensation to you (including all intellectual property rights therein). Whenever requested to do so by us, you will execute any and all applications, assignments, or other instruments that we deem necessary to apply for intellectual property protection or to otherwise protect our interest therein. These obligations shall continue beyond the termination or expiration of the Franchise Agreement. If a court should determine that we cannot automatically own certain of the Improvements that may be developed, then you hereby agree to grant us a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

We may revise any of our copyrighted materials at our discretion and may require that you stop using any outdated item or portion of the Manuals.

[Item 15 Continues on Following Page]

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

We require you to participate in the actual operation of your Franchised Business. You, and certain persons affiliated with you, are required to attend and successfully complete our training programs (described more fully in Item 11) and certain other programs that we designate, provided by third parties. All training must be completed prior to opening the Franchised Business.

If you or your Operating Principal is overseeing multiple Franchised Businesses then you may, with our prior approval, appoint a Designated Manager to handle day-to-day management of the Franchised Business on-site at the premises. Your Designated Manager must complete all components of our initial training, but we do not require your manager to have an ownership interest in your Franchised Business. The Designated Manager will need to be approved by us and will need to sign a Confidentiality and Non-Compete Agreement in a form substantially similar to the form attached as Exhibit E to your Franchise Agreement. Any Designated Manager, including any replacement manager, must attend and complete all required training before assuming any management responsibility related to your Franchised Business. We also recommend that you hire a full-time employee to assist with the provision of services through the Franchised Business. However, it is your decision as to the number of employees you hire and the status of those employees.

Each person owning an interest in the Franchisee (if an entity) must sign a personal guarantee (Exhibit B to the Franchise Agreement attached to this Disclosure Document) assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

In order to protect our reputation and goodwill and to maintain our high standards of operation under our Proprietary Marks, you must conduct your business in accordance with the Manuals and policies. You must use the premises solely for the operation of the Franchised Business and must keep the premises open and in normal operation for the hours and days we may specify in the Manuals or may otherwise approve in writing.

You may only offer and sell the products and services as specified in this Disclosure Document, the Franchise Agreement, and the Manuals, as they may be supplemented periodically. You may not offer or sell any products or services that we have not specifically authorized. If you wish to offer additional services, you must obtain our written approval. If we approve your request to offer these additional services, the revenue you earn from those services must be included in the Gross Sales of the Franchised Business. The non-competition of this agreement (Item 17) does not permit you to have ownership or interest in a competing business, including any operation (formal or otherwise) of a business that offers any of the Approved Services or products or services provided by the Franchised Business. Any and all services you provide to your customers must be provided in accordance with the standards established by us.

You are not limited in the customers you may serve from your Franchised Business, but you may not serve customers outside of your Territory without securing our prior written consent, which may be granted or withheld in our sole and absolute discretion, and which may be conditioned upon your execution of designated agreements and/or acknowledgments. In the event you service customers or perform the Approved Services in the Territory of another System franchisee without prior consent of the owner of that

Territory, you must, within ten (10) days' of receiving notice, pay that franchisee the full amount received for the work performed in its Territory. You are not permitted to distribute approved products on a non-retail or wholesale basis without our prior written consent.

Before your Designated Manager or any one (1) of your personnel may engage in providing any of the Approved Services, that individual must complete the Initial Training Program.

We do not impose any other restrictions in the Franchise Agreement as to the customers to whom you may sell. We reserve the right to expand and modify the Approved Products and/or Approved Services that you may offer and provide through your Franchised Business (through limited trials or otherwise). There is no limit on our right to request expansion of the goods, services and products offered and you will be required to offer new products and services as they are introduced. We may also discontinue any products or services that we previously approved for your Franchised Business to offer and sell upon providing you with written notice; and you must stop offering any product or service we discontinue immediately upon notice from us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

A. Franchise Agreement

Provision	Section in Franchise Agreement (FA)/Multi-Territory Addendum (MTA)	Summary
a. Term of franchise	FA: Section 3(A) MTA: Not Applicable (N/A)	The initial term is for five (5) years commencing on the Effective Date of your Franchise Agreement.
b. Renewal or extension of the term	FA: Section 3(B) MTA: N/A	You have the right to be considered for three (3) additional (and consecutive) 5-year terms.
c. Requirements for franchisee to renew or extend	FA: Section 3(B) MTA: N/A	Requirements include: (i) you provide us at least one hundred eighty (180) days prior notice; (ii) you complete, to our satisfaction all refurbishment, maintenance and upgrading we require; (iii) you are in good standing; (iv); you satisfy all monetary obligations, our affiliates, and our approved/designated suppliers and vendors; (v) you execute our then-current form of Franchise Agreement; (vi) you satisfy our then-current training requirements; (vii) you and your owners

Provision	Section in Franchise Agreement (FA)/Multi-Territory Addendum (MTA)	Summary
		sign a general release; (viii) you pay the renewal fee; (ix) you obtain an extension or renewal of your lease (if applicable); and (x) you agree to our reasonable proposed modification of your Territory boundaries (if any) due to shifts in population. The then-current standard Franchise Agreement may contain materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	FA: Not Applicable (subject to state law) MTA: Not Applicable (subject to state law)	Not Applicable (subject to state law)
e. Termination by franchisor without cause	FA: Not Applicable	Termination of a single-unit Franchise Agreement permits the Franchisor to also terminate the Multi-Territory Addendum signed under the Franchise Agreement. Termination of the Multi-Territory Addendum may trigger termination of the Franchise Agreement signed under the Multi-Territory Addendum.
f. Termination by franchisor with cause	FA: Section 15 MTA: Section 9	We may terminate your Franchise Agreement with cause as described in (g)-(h) of this Item 17 Chart. Termination of a single-unit Franchise Agreement permits the Franchisor to also terminate the Multi-Territory Addendum signed under the Franchise Agreement. Termination of the Multi-Territory Addendum may trigger termination of the Franchise Agreement signed under the Multi-Territory Addendum.
g. "Cause" defined – curable defaults	FA: Section 15(C) MTA: Section 9	Except as provided above and those defaults listed in (h) of this Item 17 Chart, you must cure all other defaults and violations of any provision of your Franchise Agreement or any other agreement with us or our affiliates within 30 days of being provided with notice of your default(s). Termination of a single-unit Franchise Agreement permits the Franchisor to also terminate the Multi-Territory Addendum signed under the Franchise Agreement. Termination of the Multi-Territory Addendum may trigger termination of the Franchise Agreement signed under the Multi-Territory Addendum.

Provision	Section in Franchise Agreement (FA)/Multi-Territory Addendum (MTA)	Summary
h. "Cause" defined – non-curable defaults	FA: Section 15(A)	Your Franchise Agreement may be terminated automatically and without notice if: (i) you become insolvent or make a general assignment for the benefit of creditors; (ii) a bankruptcy petition is filed by or against you and not dismissed within 30 days; (iii) a bill in equity or appointment of receivership is filed in connection with you or the Franchised Business; (iv) a receiver or custodian of your assets of property is appointed; (v) a final judgment in the amount of $10,000 or more is entered against you and not satisfied within 60 days (or longer period if we consent); and (vi) you attempt to make an invalid transfer in violation of Section 13 of your Franchise Agreement.
	Section 15(B)	Your Franchise Agreement may be terminated with notice and without an opportunity to cure if: (i) you commit any fraud or misrepresentation in the establishment or operation of the Franchised Business; (ii) you fail to attend and complete the Initial Training Program; (iii) you receive 3 or more notices to cure the same or similar defaults within any 12-month period; (iv) you violate the in-term restrictive covenant; (v) you misuse the Property Marks or Confidential Information; (vi) you misuse any proprietary software; (vii) you default under any other agreement with us, our affiliate(s) or any Approved Supplier and the default is not cured according to the agreement; (viii) you default under your lease and do not cure within the time period prescribed in the lease or if you otherwise lose your right to possess and control the Premises to operate the Franchised Business at any time during the term of the Franchise Agreement; (ix) you fail to open the Franchised Business in the time required; (x) you abandon the Franchised Business; (xi) you fail to provide us with access or otherwise block our access to your computer system; (xii) you fail to pay us, our affiliates or any approved supplier or client any amount due within 10 days of notification from us; (xiii) you fail,

Provision	Section in Franchise Agreement (FA)/Multi-Territory Addendum (MTA)	Summary
	MTA: N/A	for a period of 15 days after notice of non-compliance, to comply with any law or regulation; (xiv) you fail, for a period of 10 days after notice, to obtain any license, certification, permit or approval necessary to operate the Franchised Business; (xv) you, or any person affiliated with you, or any principal officer or employee, or any of your owners is convicted of a felony or other offense that is reasonably likely to adversely affect the System, any unit, the Marks or the goodwill; (xvi) you take for your own personal use, any assets or property of the Franchised Business, (xvii) there are insufficient funds in your account to cover any payment due to us or an affiliate three or more times within any 12 month period; (xviii) you commit repeated violations of any health, zoning, sanitation or other regulatory law, standard or practice or if you operate the business in a manner that presents a health or safety concern; (xix) your or your operating principal's driver's license is revoked; (xx) you have two or more unexcused absences from any mandatory seminar, meeting or conference; (xxi) you perform the Approved Services in the Territory of another System franchisee in an unauthorized manner or without our written approval, and you do not pay the other System franchisee after 10 days' notice, the full amount received for the work performed in its territory; (xxii) you, on three or more occasions, fail to comply with standards and specifications set forth in the Manuals during any 18 month period, or if you receive 2 or more defaults within any 12 month period. Termination of a single-unit Franchise Agreement permits the Franchisor to also terminate the Multi-Territory Addendum signed under the Franchise Agreement. Termination of the Multi-Territory Addendum may trigger termination of the Franchise Agreement signed under the Multi-Territory Addendum.
i. Franchisee's obligations on termination/non-renewal	FA: Section 16 MTA: N/A	Upon termination or early expiration of the Franchise Agreement, your obligations include: (i) stop ownership and operation of the Franchised Business, and stop doing business in a manner that may give the general public the impression that you are operating a Franchised Business; remove all trade dress from your trucks and paint your trucks black; (ii) return of the Manuals or any other Confidential Information to us; (iii) assign to us all client and property lists, approved services contracts, telephone/fax numbers and domain names, including any cell phone numbers utilized in connection with the Franchised Business; (iv) stop using the Proprietary Marks and trade dress; (v) comply with all post-term restrictive covenants; (vi) pay us and our Approved Suppliers any amounts owed; (vii) provide us with written confirmation of compliance with these obligations within 30 days; (viii) upon our

Provision	Section in Franchise Agreement (FA)/Multi-Territory Addendum (MTA)	Summary
		request, cooperate in assigning to us or to a person or entity designated by us any and all vendor agreements or sales or service contracts for the Products or the Services with Customers of your Franchise, which will be automatic at our option as a result of the termination or expiration; and (vii) cancel or, at our option, assign us all telephone/facsimile numbers and domain names (if permitted) used in connection with the Franchised Business (as well as all related listings) to us or our designee.
j. Assignment of contract by Franchisor	FA: Section 13(G) MTA: Section 10	No restriction on our right to assign.
k. "Transfer" by Franchisee - defined	FA: Section 13(A) and Section 13(C) MTA: Section 7	Includes any transfer of Franchise Agreement, assets of the Franchised Business, or ownership change in the franchisee entity (as the Franchisee).
l. Franchisor's approval of transfer by Franchisee	FA: Section 13(E) MTA: Section 7	You must secure our approval as a condition of transfer, but we will not unreasonably withhold our approval if you meet the conditions of transfer as set forth in the Franchise Agreement.
m. Conditions for Franchisor's approval of transfer	FA: Section 13(E) MTA: Section 7	We have the right to impose the following conditions on any transfer by you: (i) all of your accrued monetary obligations under the Franchise Agreement have been satisfied; (ii) you cure all existing defaults under the Franchise Agreement; (iii) you and your principals must execute a general release; (iv) you or the transferee provides us with a copy of the executed purchase agreement; (v) the transferee must meet our then-current qualifications and criteria for a new franchisee; (vi) the transferee executes our then-current franchise agreement; (vii) you or the transferee pays us a Transfer Fee; (viii) the transferee satisfactorily completes our Initial Training Program; (ix) you must comply with all post-termination provisions of the Franchise Agreement; (x) the transferee must obtain all permits and licenses required for the continued operation of the Franchised Business; (xi) all applicable lessors consent to the proposed transfer; and (xii) the transfer is made in compliance with all applicable laws.
n. Franchisor's right of first refusal to acquire Franchisee's	FA: Section 13(D)	If (a) you propose to transfer any of your interest in the Franchise Agreement or Franchised Business or any interest in your lease for the Premises, or (b) your owners propose to transfer any interest in you (if you are an entity), except in certain

Provision	Section in Franchise Agreement (FA)/Multi-Territory Addendum (MTA)	Summary
business	MTA: N/A	circumstances (death/disability or transfer from individual franchisee to business entity), then you shall first offer to sell such interest to us on the same terms and conditions as offered by such third party. If we do not exercise this right within thirty (30) days, then you will have 60 days to effectuate the transfer to the third party that made the offer on those exact terms – if the transfer does not occur or the proposed terms of the offer change in any way, then we will have another 30 days to exercise our right of first refusal.
o. Franchisor's option to purchase Franchisee's business	FA: Section 13 (H) and Section 16(I) MTA: N/A	During the Term of the Franchise Agreement, we have the option (but not the obligation) to purchase the Franchised Business at fair market value. Upon expiration or termination of the Franchise Agreement, we have the option, but not the obligation, to purchase your assets at a mutually agreed upon purchase price.
p. Franchisee's death or disability	FA: Section 13(B) MTA: N/A	You will have a period of 90 days to find a suitable legal representative that we approve to continue the operation of your Franchised Business, provided that this person completes our Initial Training Program and signs our then-current franchise agreement for the remainder of your term. During this 90-day period, we may step in and operate the Franchised Business on your behalf and pay ourselves a reasonable amount to reimburse our costs associated with this operation. We are not obligated to step in and operate your business during this period.
q. Non-competition covenants during the term of the franchise	FA: Section 14(A) MTA: N/A	Neither you, your principals, guarantors, owners or Designated Managers, nor any immediate family member of you, your principals, guarantors, owners or Designated Managers, may: (i) own, operate, or otherwise be involved with Competing Business (as defined in the Franchise Agreement); (ii) divert, or attempt to divert, any prospective customer to a Competing Business.
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 14(B)(1) and Section 14(B)(2)	For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, nor any immediate family member of you, your principals, guarantors, owners, may own, operate or otherwise be involved with a Competing Business: (i) within the Territory; (ii) within a 25-mile radius of the Territory; (iii) within any other System franchisee or licensee's Territory; (iv) within a 25-mile radius of any other System franchisee's and/or licensee's Territory, regardless of whether a franchised and/or licensed business is open and operating in that territory.

Provision	Section in Franchise Agreement (FA)/Multi-Territory Addendum (MTA)	Summary
	Section 14(B)(2)(b) MTA: N/A	These parties are also prohibited from: (i) soliciting business from customers of your former Franchised Business; or (ii) contacting any of our suppliers/vendors for any competitive business purpose.
s. Modification of the agreement	FA: Section 18(D) MTA: N/A	Your Franchise Agreement may not be modified, except by writing signed by both parties. With that said, we may modify the System and Manuals as we deem appropriate.
t. Integration/merger clause	FA: Sections 18(E) and 22 MTA: Section 14	Only the terms of the Franchise Agreement and this Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 21(B) Section 21(C) MTA: Section 12	You must first submit all disputes and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes arising out of the Franchise Agreement must be submitted to non-binding mediation, which will take place at our then-current headquarters (currently, Dover, Delaware). You must notify us of any potential disputes, and we will provide you with notice as to whether we wish to mediate the matter or not. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation.
v. Choice of forum	FA: 21(E) MTA: Section 12	Subject to the other provisions of the Franchise Agreement, all claims and causes of action arising out of the Franchise Agreement must be initiated and litigated to conclusion (unless settled) in the state court of general jurisdiction that is closest to our then-current headquarters (currently, Dover, Delaware) or, if appropriate, the United States District Court for the District of Delaware (or if we move our principal business address, the District Court in which our principal business address is located) (subject to state law).
w. Choice of law	FA: Section 21(A) MTA: Section 11	The Franchise Agreement is governed by the laws of the state of Delaware (or, if we move our principal business address, the state in which our principal business address is located), without reference to this state's conflict of laws principles (subject to 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.

We do not make any financial performance representations. 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 Franchised Business, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Kelvin Anil, our Chief Development Officer, at the address and phone number listed above, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2020, 2021 and 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 1 Outlets at the End of the Year	Column 1 Net Change
Franchised	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Company or Affiliate-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**0**	**0**	**0**
	2021	**0**	**0**	**0**
	2022	**0**	**0**	**0**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2020, 2021 and 2022

State	Year	Number of Transfers
	2020	0
	2021	0
Total	2022	0

Table No. 3
Status of Franchised Outlets
For Years 2020, 2021 and 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned and Affiliate-Owned Outlets
For Years 2020, 2021 and 2022

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table 5
Projected Openings as of December 31, 2022

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

A list of the names of all franchisees and the addresses and telephone numbers of their businesses will be provided in Exhibit G to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone

number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within ten (10) weeks of the issuance date of this Disclosure Document will be listed on Exhibit G to this Disclosure Document when applicable. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three (3) fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the System.

As of the Issue Date, there are no trademark-specific organizations that are required to be disclosed in this Item.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit D to this disclosure document is our audited opening day balance sheet as of July 27, 2023. We began offering franchises as of the date of this issue date of this disclosure document, and accordingly, we do not have and are not otherwise required to provide three years of audited financial statements. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following agreements are attached to this disclosure document:

Exhibit A:	Franchise Agreement (and Exhibits)
Exhibit B:	Multi-Territory Addendum (and Exhibit)
Exhibit G:	State-Specific Addenda (if and as applicable for pre-sale regulatory states)
Exhibit K:	Receipt(s)

ITEM 23
RECEIPTS

Exhibit K of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to: Attn: Kelvin Anil, Chief Development Officer, c/o Let's Get Moving USA, LLC, 945 Wilson Avenue #7, North York, Ontario Canada M3K 1E8 and, if applicable, send back to the email address we designate.

EXHIBIT A TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

LET'S GET MOVING USA, LLC FRANCHISE AGREEMENT
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Exhibit A: Data Sheet
Exhibit B: Personal Guaranty
Exhibit C: Collateral Assignment and Assumption of Lease Exhibit D: EFT Authorization Form
Exhibit E: Confidentiality and Restrictive Covenant Agreement (for use by Franchisee for Management Personnel of the Franchised Business and Officers/Directors of the Franchisee)
Exhibit F: Conditional Assignment of Telephone/Facsimile Numbers and Domain Names Exhibit G: Franchisee Disclosure Acknowledgement Statement

LET'S GET MOVING USA, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on this__day of _____, 20__ ("Effective Date,") by and between: (i) Let's Get Moving USA, LLC, a Delaware limited liability company, with its principal business address at 945 Wilson Avenue #7, North York, ON Canada M3K 1E8 (the "Franchisor"); and (ii)_____, a (resident of) (corporation organized in) (limited liability company organized in) with a business address at_____(the "Franchisee").

BACKGROUND

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the "System") related to the development, opening, and ongoing operation of a business ("Franchised Business") that offers (i) an array of services in the moving, storage and related logistical services, including (a) local, long-distance, commercial, and international moving and/or relocation services, (b) packing and unpacking services, (c) storage solution services, and (d) certain assembly, junk removal and/or other services that are related to the primary services identified above (collectively, the "Approved Services"), and (ii) packaging, boxes and/or other items/supplies that are ancillary or related to the Approved Services, as well as any brand merchandise, that Franchisor authorizes (collectively, the "Approved Products").

B. Franchisor's System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Franchised Business; standards and specifications for the supplies, inventory and methodology associated with offering and providing each type of Approved Service; advertising; marketing; standards and specifications for equipment; all patents, copyrights, titles, symbols, logotypes, trade dresses, emblems, slogans, insignias, terms, know-how, methods, specifications, designations, designs, diagrams, anecdotes, artworks, worksheets, techniques, rules, ideas, course materials, advertising and promotional materials, and other audio, video and written materials developed and designated for use in connection with the System; proprietary training programs, courses and training materials; Franchisor's confidential and proprietary operations manual and, at Franchisor's option, other instructional manuals that have been reduced to writing (collectively, the "Manuals"); and standards and specifications for advertising, bookkeeping, sales and other aspects of operating an Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor's related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information that makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Franchised Businesses are primarily identified by the mark "LET'S GET MOVING," as well as certain other trade names, trademarks, service marks and trade dress, all of which Franchisor may modify, update, supplement or substitute in the future (collectively, the "Proprietary Marks"). The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor is in the business of granting qualified individuals and entities a franchise for the right to independently own and operate a single Franchised Business utilizing the Proprietary Marks and System at a location that Franchisor approves in writing.

E. Franchisee recognizes the benefits derived from being identified with Franchisor, appreciates and acknowledges the distinctive and valuable significance to the public of the System and the Proprietary Marks, and understands and acknowledges the importance of Franchisor's high and uniform standards of

quality, appearance, and service to the value of the System.

F. Franchisee desires to acquire a non-exclusive franchise for the right to operate a single Franchised Business and has submitted an application to obtain such a franchise from Franchisor.

G. Franchisor is willing to grant Franchisee the right to operate a Franchised Business based on the representations contained in the franchise application and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE

A. Franchisee acknowledges and represents that Franchisor, itself or through any officer, director, member, manager, employee, or agent, has not made, and Franchisee has not received or relied upon, any oral, written, visual, express, or implied information, representations, warranties, guarantees, or promises regarding the amount of sales levels or income Franchisee might expect to earn from the franchise granted hereby, except as set forth in the Franchise Disclosure Document.

B. The business venture contemplated by this Agreement involves business risks.

C. Franchisee acknowledges that Franchisee's success in connection with the franchise granted hereunder will be largely dependent upon Franchisee's ability as an independent businessperson.

D. Franchisee has received, read, and does understand this Agreement and any attachments.

E. Franchisee understands and agrees that the moving and storage industries are highly competitive with constantly changing market conditions (some of which may be seasonal in nature depending on where the Territory is located), including, but not limited to, the risks associated with local, state and federal regulatory agencies.

F. Franchisee acknowledges and agrees that Franchisor has fully and adequately explained each provision of this Agreement to Franchisee's satisfaction.

G. Franchisee has consulted with Franchisee's own advisors with respect to the legal, financial, and other aspects of this Agreement, the business franchised hereby, and the prospects for such business. Franchisee either has consulted with such advisors or has deliberately declined to do so.

H. Any written inquiries made to Franchisor by Franchisee pertaining to the nature of this franchise were answered in writing to the satisfaction of Franchisee.

I. Franchisee has had the opportunity and adequate time to independently investigate, analyze, and construe both the franchise being offered hereunder and the terms and provisions of this Agreement utilizing the services of legal counsel, accountants, and other advisors (if Franchisee so elects). Franchisee further understands and acknowledges that, as of the

Effective Date, Franchisor only recently began offering franchise opportunities in the United States, and as a result, Franchisor may not have any businesses or Franchised Businesses in operation in the United States as of the Effective Date.

J. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Agreement unless the same has been otherwise amended in writing. Franchisee states that he/she is not presently involved in any business activity that could be considered competitive in nature, unless heretofore disclosed to Franchisor in writing.

K. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right, or interest in its names or Proprietary Marks, trade secrets, methods, procedures, know- how, or advertising techniques which are part of Franchisor's business, or contest Franchisor's sole right to register, use, or license others to use such names or Proprietary Marks, trade secrets, methods, procedures, or techniques.

L. Franchisee's signature to this Agreement has not been induced by any representation inconsistent with the terms of this Agreement or inconsistent with the Franchise Disclosure Document given to Franchisee by Franchisor.

M. Franchisee represents and warrants that Franchisee is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by Franchisee of the obligations under this Agreement and that Franchisee is not a party and has not within the last ten (10) years been a party, to any litigation, bankruptcy, or legal proceedings other than those heretofore disclosed to Franchisor in writing.

N. Franchisee agrees and acknowledges that it is solely responsible for ensuring that: (i) it acquires and maintains all business licenses, permits and approvals, including those related to the provision of any Approved Services, that are necessary to operate the Franchised Business within the Territory (defined below); and (ii) the Franchised Business is otherwise operated in full compliance with all federal, state and local laws and regulations where the Franchisee is located at all times during the term of this Agreement. Franchisee specifically agrees and acknowledges that it will determine whether or not any type of contractor license or similar license/certification is needed to conduct the Franchised Business and, if such a license is required, Franchisee will obtain such license/certification prior to operating the Franchised Business in any manner. Franchisor shall have no liability in the event the development or operation of the Franchised Business violates any law, ordinance or regulation.

O. Franchisee agrees and acknowledges that: (i) Franchisor may enter into franchise agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement, including without limitation, franchise agreements for the operation of an Franchised Business; and (ii) the existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Agreement.

P. The parties agree and acknowledge that all provisions and information set forth in the "Background" portion of this Agreement above, including all definitions and representations set forth therein, are hereby incorporated by reference as if fully set forth herein,

Q. Franchisee agrees and acknowledges as follows:

1. Franchisee will have sole authority and control over the day-to-day operations of the

Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

2. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractor, nor vice versa.

2. GRANT OF FRANCHISE

A. **Grant of Franchise**. Franchisor hereby grants Franchisee, subject to the terms, conditions, and obligations of this Agreement, a non-exclusive right and license to use the Proprietary Marks and receive the other benefits of the System in connection with the establishment and operation of a single Franchised Business within the Territory (the "Franchised Business").

B. **Territory.** Franchisee shall only have the right to operate the Franchised Business and offer/provide the Approved Services in connection with homes and businesses that are located within the designated territory set forth in Section 4 of the Data Sheet (the "Territory"). Franchisee is not permitted to offer or provide the Approved Services anywhere outside the Territory without first obtaining Franchisor's prior written consent, which may be granted or withheld in Franchisor's sole and absolute discretion, and which may be conditioned upon Franchisee's execution of agreements and/or acknowledgments, as designated by Franchisor. For so long as Franchisee is in compliance with this Agreement, Franchisor will not open or operate, or license a third party the right to open or operate, any other Franchised Business that utilizes the System and Proprietary Marks within the Territory.

C. **Rights Not Granted**. Franchisee acknowledges and agrees that this Agreement does not grant Franchisee any right or option to open any additional Franchised Businesses nor does this Agreement provide Franchisee with any right to sub-license or sub-franchise any of the rights granted hereunder. Franchisee may not use the Proprietary Marks or System for any purpose other than promoting and operating the Franchised Business at the Premises and within the Territory. Franchisor will have sole discretion as to whether it decides to grant Franchisee the right to open any additional Franchised Businesses, each of which will be governed by a separate form of Franchisor's then-current franchise agreement.

D. **Reservation of Rights**. Notwithstanding anything contained in this Agreement, Franchisor and its affiliates hereby reserve the exclusive right to: (i) own and operate franchised businesses at any location(s) outside of the Territory under the Proprietary Marks, or to license others the right to own and operate Franchised Businesses at any location(s) outside of the Territory under the Proprietary Marks and System; (ii) the right to own and operate businesses under different marks at any location(s) inside or outside of the Territory, or license to others the right to own and operate such businesses, under different marks at any location(s) inside or outside of the Territory (such businesses will not primarily provide junk removal or moving services); (iii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of any branded products in wholesale and retail stores, via the Internet, and through mail order catalog, without regard to location; and (iv) use the Proprietary Marks and System, and license others to use the Marks and System to

engage in any other activities not expressly prohibited in this Agreement.

E. **Modification of System**. Franchisor reserves the right to supplement, revise or otherwise modify the System or any aspect/component thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply with any change that Franchisor makes to the System. Any change or modification that Franchisor makes to the System will not materially alter Franchisee's fundamental rights under this Agreement. Moreover, Franchisor will provide Franchisee with a reasonable amount of time to comply with any change or modification to the System once Franchisee has been notified of such change/modification in writing (via the Manuals or otherwise).

3. TERM AND RENEWAL

A. **Term**. Unless previously terminated pursuant to this Agreement, the term of this Agreement shall be for a period of five (5) years ("Initial Term") commencing as of the Effective Date.

B. **Renewal**. Franchisee may submit a request to renew this Agreement for up to three (3) additional, consecutive terms of five (5) years each, and must provide each request to renew no less than six (6) months and no more than twelve (12) months prior to the end of the then-current term. Failure to provide such notice to Franchisor will be deemed an indication that Franchisee does not wish to renew the franchise relationship. Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided Franchisee complies with the following conditions:

1. Franchisee must not have: (i) any uncured material defaults under this Agreement (including any monetary defaults) or any other agreement between Franchisee and Franchisor or the landlord of the Premises, either at time of Franchisee's renewal request or at the time of renewal; and (ii) received more than three (3) separate, written notices of material default from Franchisor with respect to this Agreement in the 12-month period preceding the renewal request date or renewal date.

2. Franchisee must execute Franchisor's then-current form of franchise agreement, which may contain materially different terms and conditions from those contained in this Agreement, within thirty (30) days of the date Franchisee is provided with Franchisor's then-current form of franchise agreement.

3. Franchisee pays Franchisor a renewal fee amounting to Ten Thousand Dollars ($10,000) for the first and each subsequent renewal term prior to Franchisor entering into the renewal form of franchise agreement described in Section 3(B)(2) above. Franchisee will not be required to pay an additional Initial Franchisee Fee (as defined in Section 4) upon renewal.

4. At Franchisor's option, Franchisee and/or the Designated Manager (as defined in this Agreement and as applicable) attends a prescribed training refresher course at least thirty (30) days before the expiration of the then-current term of this Agreement. Franchisee will be responsible for all expenses incurred in connection with attending this refresher training.

5. Franchisee executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising under any federal, state, or local law, rule, or ordinance.

6. Franchisee must have participated in and supported the training procedures, purchasing, marketing, advertising, promotional, and other operational and training programs recommended or provided by Franchisor to the satisfaction of Franchisor.

7. Franchisee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and modernize the Approved Vehicles (defined herein) and Franchised Business within the time frame required by Franchisor, including the design, equipment, signs, interior and exterior, displays, inventory assortment and depth, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials, as necessary to meet Franchisor's then-current System standards, specifications, and design criteria for a newly opened Franchised Business.

4. FEES AND PAYMENTS

A. **Fees**. In consideration of the rights and license granted herein, Franchisee agrees and acknowledges that it must pay the following amounts to Franchisor or, as noted below, Franchisor's designated supplier:

1. *Initial Franchise Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor the initial franchise fee designated in the Data Sheet (the "Initial Franchise Fee"), which fee shall be deemed fully earned and non-refundable under any circumstances upon payment.

2. *Royalty Fee*. Once the Franchised Business is open and operating (and/or required to be open and operating under this Agreement), Franchisee will pay Franchisor a continuing monthly royalty fee in the amount of six and one-half percent (6.5%) of Gross Sales (the "Royalty Fee"). The Royalty Fee is deemed fully earned and nonrefundable upon payment.

3. *Definition of Gross Sales.* In addition to the fees above, Franchisee will be required to pay Franchisor certain ongoing fees that may be based on gross sales. As used in this Agreement, "Gross Sales" include all: (a) revenue from the sale of all products and performance of services from the Franchised Business, whether for cash, credit or barter, and regardless of collection in the case of credit, and income of every kind and nature related to the Franchised Business; and (b) any rebates or other consideration that Franchisee receives from third-party vendors/suppliers. "Gross Sales" from customers will not include monies that are collected and submitted by Franchisee for the transmittal to the appropriate taxing authority. In computing the Gross Sales, the Franchisee shall be permitted to deduct the amount of cash refunds to, and coupons used by customers at or prior to the time the customer has paid the full balance owed to Franchisee, provided such amounts have been included in sales.

4. *Fund Contribution.* Franchisor has established a System-wide Brand Development Fund (the "Fund"). Franchisee shall make monthly contributions to the Fund amounting to up to two percent (2%) of the Gross Sales of the Franchised Business from the preceding month. Franchisor may modify these fund contribution requirements upon thirty (30) days written notice to Franchisee.

5. *Call Center Fee.* Franchisee must pay Franchisor a monthly Call Center fee ("Call Center Fee") equal to seven and one-half percent (7.5%) of Franchisee's Gross Sales generated by the booked job that Franchisee performs.

6. *Customer Service Fee*. If (i) after a total of ten (10) online reviews have been left for the Franchised Business, or (ii) within any 30-day period during the Term of this Agreement, the average review rating on Google for the Franchised Business falls to 4.7 or below, Franchisee must enroll in Franchisor's customer service program and pay to Franchisor a Customer Service Fee in the amount of one percent (1%) of Gross Sales for a minimum of six (6) months (the "Customer Service Term"). If after the expiration of the Customer Service Term the average review rating on Google for the Franchised Business has increased to above 4.7, then Franchisee may conduct its own customer service program. During the Customer Service Term, Franchisor or its affiliate may attempt to remove one-star reviews left on Google for the Franchised Business. If Franchisor or its affiliate is successful in removing one-star reviews on Google for the Franchised Business, then Franchisee must pay Franchisor or its affiliate a fee in the amount of $100 per one-star review removed.

7. *No Show Fee*. In the event that the Franchised Business books a job for a customer and subsequently fails to show up to or otherwise perform such job, Franchisee must pay Franchisor a fee in the amount of $250 (the "No Show Fee"). Franchisor reserves the right to collect such fee via electronic funds transfer as described in Section 4(B)(1) herein.

8. *Technology Fee.* Franchisee must pay Franchisor a monthly fee to cover the costs of ongoing software development, support and maintenance in an amount specified by Franchisor (the "Technology Fee"). If Franchisor develops additional or replacement technology-based programs or makes improvements to existing technology, then Franchisor may increase the Technology Fee effective on notice to Franchisee.

9. *Other Amounts.* The other amounts detailed in this Agreement that Franchisee will be required to expend on: (a) local advertising and promotion of the Franchised Business; (b) training/tuition fees; (c) evaluation costs; (d) ongoing software licensing fees for software that Franchisor designates for use in connection with the Franchised Business; (e) search engine marketing and website fees; and (f) marketing materials, inventory and/or other supplies that must be purchased on an ongoing basis in accordance with Franchisor's System standards and specifications. Franchisor may require Franchisee to purchase any of the foregoing items or services from Franchisor, its affiliate or another supplier that Franchisor approves and/or designates.

B. **Method of Payment; Bank Accounts.**

1. *Method of Payment.* With the exception of the Initial Franchise Fee (which should be paid by bank check or wire transfer), Franchisee shall pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program (the "EFT Program"), under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with EFT Program (the "EFT Account"). Upon Franchisor's written request, Franchisee must make all such payments described in this Section by bank or certified check.

2. *Use of EFT Account for Operational Funds.* Franchisee shall immediately deposit all revenues from operation of the Franchised Business into this bank account upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, Franchisee shall sign, and provide to Franchisor and Franchisee's bank, Franchisor's EFT Authorization Form attached as Exhibit D

to this Agreement. Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including any change to the EFT Account.

C. **Access to Computer System**. Franchisor may, without notice to Franchisee, independently and remotely access any proprietary software program and the computer system that Franchisee is required to use in connection with the Franchised Business or will be required to use in the future (the "Computer System"), via the Internet or other electronic means, in order to obtain any financial and/or Client information that is related to the operation of the Franchised Business, including without limitation, Gross Sales and Client contact and property information. Franchisee must obtain and use the Computer System hardware, software and other components that Franchisor prescribed for use in connection with the Franchised Business and utilize and participate in any intranet/extranet that Franchisor establishes in connection with the System. Franchisee hereby consents to Franchisor using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Agreement.

D. **Operational Reports; Right to Modify Payment Interval**.

1. Franchisee shall provide Franchisor with the following reports and information, all of which must be certified as true and correct by Franchisee and in the form and manner prescribed by Franchisor: (a) upon request, a signed Gross Sales detailing the information from the preceding month, including (b) Gross Sales of the Franchised Business, (c) Franchisee's calculated Royalty Fee, (d) Fund contributions (if applicable), (e) Cooperative contributions (if applicable), and such evidence that Franchisee has made its local advertising expenditures required by Franchisor under this Agreement, the Manuals, policy, or otherwise in writing; (f) on or before the twentieth (20^{th}) of each month, an unaudited profit and loss statement for the Franchised Business for the preceding calendar month; (g) within sixty (60) days of each calendar quarter, an unaudited balance sheet reflecting the financial position of the Franchised Business as of the end of that calendar quarter; (h) within sixty (60) days of Franchisor's request, a financial statement that details the total assets and liabilities of the Franchised Business (and, if appropriate Franchisee and personal guarantors under this Agreement); (i) within sixty (60) days after the close of each fiscal year of Franchisee, financial statements which must include a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet of the Franchised Business, all as of the end of such fiscal year; and (j) any other financial information or performance metrics of the Franchised Business that Franchisor may reasonably request. Each time Franchisee either: (i) fails to deliver to Franchisor a required report within three (3) days of its due date; or (ii) fails to enter Gross Revenue information into the designated software as required by Franchisor, Franchisee will pay Franchisor a late fee of one hundred dollars ($100) for the first such late report, and late fee of two hundred fifty dollars ($250) for each consecutive violation.

2. The parties agree and acknowledge that Franchisor may modify the interval at which it collects Franchisee's Royalty Fee, Fund Contribution and other recurring fees under this Agreement upon written notice (i.e., Franchisor may provide Franchisee with notice that it will be changing the frequency of when these fees are collected). In such an event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.

3. Franchisee hereby grants Franchisor permission to report and distribute Franchisee's gross sales, gross sales mix, cost of material and labor and other certain expenses to other existing franchisees of Franchisor with such additional information as Franchisor may deem appropriate, including the identification of Franchisee, the location of Franchisee's franchised premises, and such other information as may make the gross sales/gross sales mix information a useful business aid to Franchisee and other franchisees of Franchisor. Franchisee will save and hold harmless Franchisor against and from any and all claims, liabilities, or suits resulting from or in connection with any acts or omission of Franchisor in the aforementioned reporting of sales.

E. **Late Payments**. If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, Franchisee shall pay interest to the Franchisor, in addition to the overdue amount, at a rate of one and a half percent (1.5%) per month, or higher, as permitted by applicable law in the state where the Franchised Business is located, beginning from the date of non-payment or underpayment, until paid. Entitlement to collect such interest shall be in addition to any and all other remedies Franchisor may have.

F. **Taxes Owed by Franchisee**. No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor.

G. **Inability to Operate Franchised Business**. If Franchisee is unable to operate the Franchised Business due to damage or loss to the Premises and/or the Approved Vehicle(s) and any equipment located thereon caused or created by a casualty, act of God, condemnation, or other condition over which Franchisee has no control, then Franchisor will waive the Royalty Fee due under this Agreement for a period of time that Franchisor reasonably determines is necessary for the Franchised Business to repair the damage/loss to the Premises and resume operations (or relocate the Franchised Business to a different location within the Territory), with said waiver period not to exceed ninety (90) days commencing from the date Franchisee gives Franchisor notice of the damage or loss.

5. DUTIES OF FRANCHISOR

A. **Initial Training**.

1. *Initial Training Prior to Opening.* Franchisor will provide its initial training program (the "Initial Training Program") to Franchisee (or its Operating Principal if Franchisee is an entity) and, if applicable, one (1) additional individual that Franchisee has designated, and Franchisor has approved, to handle the day-to-day management of the Franchised Business (a "Designated Manager"). Franchisor will not charge any tuition or its then-current training fee to provide the Initial Training Program or appropriate components thereof to the foregoing individuals, provided all individuals attend such training at the same time as the Franchisee prior to opening the Franchised Business. The parties agree and acknowledge that: (i) certain portions of the Initial Training Program may be provided by Franchisor remotely via telephone calls, webinars or other online learning management system/technology; (ii) other portions of the Initial Training Program may require attendance at Franchisor's headquarters or other designated training facility for a period that typically lasts approximately two (2) weeks; and (iii) Franchisee shall bear all its costs and expenses incurred by Franchisee and all other Designated Managers in

connection with the Initial Training Program, including without limitation, travel, lodging, meals, local transportation and wages for any personnel.

2. *Replacement Personnel.* Franchisor will also provide the Initial Training Program or appropriate portions thereof to any replacement personnel that will serve as Franchisee's Designated Manager of the Franchised Business, provided Franchisee pays Franchisor's then-current training fee for such initial training (as well as any costs and expenses incurred) and subject to the schedule and availability of Franchisor's training staff.

3. *Training Pre-Conditions; Acknowledgement of Completion.* The parties agree and acknowledge that: (i) Franchisee must satisfy the training pre-conditions set forth in Section 6(M)(2) of this Agreement (the "Training Pre-Conditions") before Franchisee or any of its personnel can attend any portion of the Initial Training Program that is provided at Franchisor's headquarters and/or other designated training facility; and (ii) upon completion of the Initial Training Program and/or any appropriate components thereof, Franchisee or the individual that completed such training may be required to sign an acknowledgement that it received such training from Franchisor consistent with this Agreement and the FDD.

B. **On-Site Assistance.** Subject to (i) Franchisee and its appropriate personnel attending and completing all necessary training to commence operations of the Franchised Business, (ii) satisfaction of all Training Pre-Conditions, and (iii) Franchisee's payment of Franchisor's then-current training fee, Franchisor will, upon Franchisee's request and at Franchisor's sole discretion, provide on-site assistance within the Territory hereunder for up to two (2) business days. This additional on-site assistance is subject to Franchisor's availability and will take place around the time that Franchisor approves Franchisee to commence operations of the Franchised Business. Franchisee will be responsible for the costs and expenses incurred in connection with Franchisor's designated personnel providing such training.

C. **Additional and Refresher Training**.

1. *Required Additional Training.* Franchisor may, as it deems appropriate in its discretion, develop additional and refresher training courses, and require Franchisee, its Designated Manager and any other designated personnel to attend such courses no more frequently than: (i) two (2) sessions of additional/refresher training per year, which, combined will not exceed seven (7) total days and may take place at Franchisor's designated training facility in Toronto, Ontario (or other location that Franchisor designates); and (ii) twenty-four (24) hours of additional or refresher training via webinar or other medium that allows for remote attendance and completion ("Additional Training"). Franchisor will not require Franchisee to pay its then-current training fee in connection with any Additional Training that Franchisor requires under this Section, but Franchisee will be responsible for the costs and expenses incurred in connection with Franchisee and its designated personnel attending such training, which may take place at a training facility that Franchisor designates.

2. *Requested Additional Training and/or On-Site Assistance.* Franchisor may also provide Additional Training or other on-site assistance at Franchisee's reasonable written request, subject to: (i) the schedule and availability of Franchisor's training personnel; and (ii) Franchisee paying Franchisor's then-current training fee for each trainer that is provided in connection with the requested Additional Training, as well as Franchisee covering the costs and expenses that such personnel incur in providing such training. Franchisor will provide Additional Training under this Section as it deems appropriate in its discretion.

3. *Remedial Training.* Franchisor may require Franchisee to attend up to five (5) days of

remedial training that Franchisor reasonably determines Franchisee and appropriate personnel must undertake in response to (a) the failure of Franchisee or any other required personnel to sufficiently complete the Initial Training Program or any type of Additional Training that Franchisor requires under Section 5(C)(1) above, or (b) Franchisee's failure to operate the Franchised Business in accordance with the terms of the Franchise Agreement after Franchisor has provided Franchisee with written notice of such failure (each, an instance of "Remedial Training"). Franchisor reserves the right to charge its then-current training fee for any Remedial Training that is provided to Franchisee and/or its personnel at any location. Franchisee must cover the costs and expenses incurred by Franchisor and its personnel in providing such Remedial Training if such training is provided at a location other than Franchisor's headquarters.

D. **Manuals**. Franchisor will provide Franchisee with access to the Manuals prior to the opening of the Franchised Business. Franchisor will also provide Franchisee with: (i) a list of all furniture, fixtures, equipment, vehicle(s), inventory, supplies and other items that Franchisee is required to purchase or lease in connection with the establishment and ongoing operation of the Franchised Business (collectively, the "Required Items"); (ii) a list of all suppliers from which Franchisee must purchase or lease any Required Items, which may be Franchisor or its affiliates (collectively, the "Approved Suppliers"); and (iii) a list of the Approved Products and Approved Services that Franchisee is authorized to offer, sell or provide at and from the Franchised Business. The foregoing lists may be provided as part of the Manuals or otherwise in writing prior to opening, and Franchisor has the right to revise, supplement or otherwise modify these lists and the Manuals at any time upon written notice to Franchisee. Franchisor may also establish and maintain a website portal or other intranet for use by Franchisee and other Franchised Business owners (the "Web Portal"), wherein Franchisor may post content that will automatically become part of, and constitute a supplement to, the Manuals, all of which Franchisee must strictly comply with promptly after such content is posted or otherwise listed on the Web Portal. In the event Franchisee or its personnel saves or prints out a hard copy of any Manuals, then such electronic/hard versions of said Manuals must be immediately returned upon expiration or termination of this Agreement for any reason (and never used for any competitive purpose). The provisions of this Section shall survive the term of this Agreement.

E. **Site Selection Review and Approval**.

1. Following execution of this Agreement, Franchisor shall: (i) provide Franchisee with basic site selection criteria that Franchisor establishes for a third-party premises of a Franchised Business; (ii) review and evaluate any site proposals from Franchisee; and (iii) approve or reject such site selection proposals within 30 days of the date Franchisee provides Franchisor with all reasonably-requested information that Franchisor requests in connection with a given site proposal. The parties agree and acknowledge, however, that Franchisor's approval of any given site does not constitute a guarantee or other representation that the Franchised Business will succeed or otherwise perform at a certain level at that location.

2. Once Franchisor and Franchisee determine an Approved Location (which must be located within the Territory), Franchisor must then also approve of the lease for the Premises (the "Lease") or purchase agreement for the Premises, prior to Franchisee entering into any such agreement for that location to serve as the Premises of the Franchised Business. Franchisor may condition its approval of any Lease for the proposed Premises on the landlord's execution of Franchisor's form of Collateral Assignment and Assumption of Lease Agreement attached to this Agreement at Exhibit C. Franchisor will use reasonable efforts to review and approve of any proposed Premises location and corresponding Lease within thirty (30) days of

receiving all reasonably requested information from Franchisee.

F. **Initial Marketing Assistance**. Franchisor may assist Franchisee, as it deems appropriate in its discretion, in developing and conducting the Initial Marketing Spend (as defined and described more fully in Section 9 of this Agreement), which program will be conducted at Franchisee's expense.

G. **Continuing Assistance**.

1. Franchisor may, as it deems appropriate and advisable in its sole discretion, provide continuing advisory assistance in the operation of the Franchised Business. Franchisor's determination not to provide any particular service, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

2. Franchisor may provide such assistance via telephone, fax, intranet communication, webinar or any other communication channel Franchisor deems appropriate, subject to the availability and schedules of Franchisor's personnel.

3. In the event Franchisee requests that Franchisor provide any type of assistance or training on-site at the Franchised Business, then Franchisee may be required to pay Franchisor's then-current training tuition fee in connection with such training (in addition to reimbursing Franchisor for any costs/expenses that Franchisor's personnel incurs in connection with providing such assistance).

H. **Review of Advertising Materials**. Franchisor will review and approve/reject any advertising or marketing materials proposed by Franchisee in connection with the Franchised Business as described more fully in Section 9 of this Agreement.

I. **Website**. For so long as Franchisor has an active website containing content designed to promote the brand, System and Proprietary Marks (collectively, the "Website"), Franchisor will list the contact information of the Franchised Business on this Website, provided Franchisee is not in material default under this Agreement. The Website is discussed in greater detail in Section 9(G) of this Agreement.

J. **Email Addresses**. Franchisor will provide Franchisee with at least one (1) email address, which: (i) Franchisee is required to use in connection with the Franchised Business; and (ii) must be the only email addresses used in connection with the Franchised Business.

K. **Private Label Products**. Franchisor may directly, or indirectly through Franchisor's affiliates or designated vendors, develop and provide Franchisee with private label products or other merchandise bearing the Proprietary Marks to be used by Franchisee and/or offered and sold by Franchisee as part of the Approved Services that are provided at the Franchised Business. Franchisee may be required to purchase these items from Franchisor or any other Approved Supplier that Franchisor designates.

L. **Inspections of the Premises and Approved Vehicles**. Franchisor will, as it deems appropriate in its sole discretion, conduct inspections and/or audits of the Franchised Business and, upon 48 hours' notice, of the Premises (if applicable) and/or Approved Vehicle(s) to ensure that Franchisee is operating its Franchised Business in compliance with the terms of this Agreement, the Manuals and the System standards and specifications. Such inspections may include: (i) inspections of the Premises (if applicable) and/or Approved Vehicle(s) and inspecting any and all books and records; (ii) conducting mystery shop services and/or inspections designed to evaluate the Approved Products and Approved Services provided by

the Franchised Business and any pre-sale activities involved with the same. Inspections of the Premises and/or Approved Vehicle(s) will only occur during normal business hours and, with respect to the Premises, will only involve the physical area that is specifically devoted to the Franchised Business. Franchisee is solely responsible for ensuring that the Franchised Business is being operated in compliance with all applicable laws and regulations.

M. **Administration of Fund**. Franchisor will administer the Fund as it deems advisable to the System in its sole discretion as described more fully in Section 9 of this Agreement.

N. **No Assumption of Liability**. Franchisor shall not, by virtue of any approval or advice provided to the Franchisee under this Agreement, including site approval or other approval provided under this Section 5, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee acknowledges that any assistance (including site selection and project oversight) provided by Franchisor or its designee in relation to the selection or development of the Premises is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral, regarding the choice and location of the Premises, that the development of the Premises is free of error, nor that the Franchised Business is likely to achieve any level of volume, profit or success.

O. **Delegation of Duties**. Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.

P. **Pre-Opening Obligations Acknowledgement**. If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within sixty (60) days following the opening of the Franchised Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor fully complied with all of its pre-opening and opening obligations set forth in this Agreement.

Q. **Annual Conference**. Franchisor may establish and conduct an annual conference for all franchise owners and may require Franchisee (or its Designated Manager) to attend this conference, but for no more than five (5) days each year. Franchisee will be solely responsible for all expenses incurred in attending the annual conference (including any employee wages), and Franchisor reserves the right to require Franchisee to pay Franchisor its then-current convention contribution fee prior to attending.

R. **Call Center**. Franchisor has established a System-wide call center (the "Call Center"). Franchisee is required to participate in the Call Center program, and pay the then-current rate charged by Franchisor or Franchisor's Approved Supplier for Call Center services. Franchisor may require Franchisee to, at any time during the term, acquire and maintain a dedicated business telephone line, which can be a mobile line or landline) which Franchisee must transfer to Franchisor on the termination or expiration of the Franchise Agreement. If Franchisee uses any other telephone to transact business associated with the Franchised Business, Franchisee may be required to transfer that telephone number to Franchisor as well upon termination or expiration of this Agreement. Franchisee further agrees to promptly respond to all customer inquiries.

6. DUTIES OF FRANCHISEE

A. **Securing an Approved Location**. Franchisee must secure an Approved Location for the office within the Territory that Franchisor approves in its sole discretion (if an Approved Location is not already identified and accepted by Franchisor at the time of execution of this

Agreement).

B. **Lease.** Once Franchisee secures an Approved Location from which to operate the Franchised Business, Franchisee must enter into a lease for the Approved Location (the "Lease") and ensure that it complies with all provisions of the Lease, including those provisions related to leasehold improvements and signage. Franchisor shall have the right to review any proposed Lease for the Premises and approve such Lease prior to Franchisee's execution for use in connection with operating the Franchised Business. Franchisee must ensure that the Lease contains the following terms as a condition to Franchisor's approval thereof:

1. The Lease reserves Franchisor's right, at Franchisor's election, to receive an assignment of the Lease;

2. The Lease requires the landlord to provide Franchisor with a written notice of Franchisee's default or deficiency under the lease at the same time such notice of default is sent to Franchisee;

3. The Lease requires the landlord to provide Franchisor with written notice of Franchisee's failure to cure any default under the Lease within the appropriate cure period and grants Franchisor the right (but not the obligation), in its sole discretion, to cure any such default or deficiency under the lease within thirty (30) days after the expiration of the Franchisee's cure period if Franchisee fails to cure;

4. The Lease evidences the right of Franchisee to display the Proprietary Marks in accordance with the specifications required by the Manuals, subject only to provisions of applicable law;

5. The Lease requires the Approved Location be used solely for the operation of a Franchised Business;

6. The Lease prohibits modification, supplementation, cancellation, termination, or amending of the Lease without Franchisor's reasonable prior express written approval.

Franchisor may further condition approval of the Lease on Franchisee and Franchisee's landlord executing a Collateral Assignment of Lease (attached as Exhibit C to this Agreement) granting Franchisor the right, but not the obligation, to assume the Lease upon: (i) Franchisee's default under the Lease; or (ii) the termination, transfer, or expiration of this Agreement. The landlord under the Lease must expressly consent to the Collateral Assignment of Lease in writing.

C. **Build-Out of Premises and Time to Open**.

1. Franchisee shall submit to Franchisor, for Franchisor's approval, detailed plans and specifications in conformance with Franchisor's then-current standard plans and specifications for the Approved Location and to local and state laws, regulations, and ordinances. Once approved by Franchisor, Franchisee shall not materially change or modify such plans and specifications without the prior written consent of Franchisor. Franchisor reserves the right to inspect the construction and/or build-out of the Franchised Business at any reasonable time. Should Franchisee fail to secure an Approved Location within the prescribed period or, if applicable, within an extension of time approved in writing by Franchisor, this Agreement will be deemed terminated upon written notice from Franchisor to Franchisee, without the necessity of further action or documentation by either party. Franchisee shall use a qualified licensed,

general contractor or construction supervisor to oversee construction or modification of the Franchised Business and completion of all improvements.

2. Franchisee shall commence operations of the Franchised Business and begin offering the Approved Services no later than five (5) months from the Effective Date of this Agreement.

3. If Franchisee fails to commence operations of the Franchised Business within the prescribed period or, if applicable, within any extended period of time Franchisor approves in writing, this Agreement will be deemed terminated upon written notice to Franchisee from Franchisor.

4. The parties further agree and acknowledge that if Franchisee is opening and operating the Franchised Business pursuant to its obligations under a multi-territory agreement that Franchisee (or its affiliate) has entered into with Franchisor (the "Multi-Territory Agreement"), then that Multi-Territory Agreement will control the timeline for opening and operating the Franchised Business in those additional Territories in the event there is an inconsistency between the Multi-Territory Agreement and this Agreement. Franchisee must open and commence operations of the Franchised Business within the time period prescribed in any schedule set forth in the Multi-Territory Agreement (regardless of when Franchisee executes this Agreement).

D. **Licenses and Permits for Franchised Business**. Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals to establish, open and operate the Franchised Business at the Premises and within the Territory, including, without limitation, all required licenses and permits related to moving services, packing services, cleaning services, and junk removal, the Approved Vehicles (as defined below), and/or other Approved Services.

E. **Licensing Requirements for Personnel**. Franchisee must ensure that the applicable Approved Services provided by the Franchised Business are only conducted by individuals that have the necessary licenses and/or other certifications or approval, if any, necessary to provide the Approved Services at issue.

F. **Approved Vehicles; Approved Products and Approved Services; Additional Moving Services**

1. *Approved/Authorized Vehicles.* Franchisee must operate the Franchised Business using trucks and containers that meet Franchisor's standards and specifications (the "Approved Vehicles" or the "Authorized Vehicles"). Franchisor may communicate these standards and specifications to Franchisee in any written or electronic communication, including through the Manuals. Franchisee must comply with all such standards and specifications. Franchisee must purchase one Approved Vehicle before commencing operations under this Agreement. Franchisor has the right to designate a schedule (the "Approved Vehicle Purchase Schedule") setting forth Franchisee's obligation to purchase additional Approved Vehicles for use in operating the Franchised Business in the Territory, and Franchisee agrees to comply with the Approved Vehicle Purchase Schedule. Without limiting the foregoing, if Franchisee's number of jobs per truck equals or exceeds seventy-five (75) per month for any three (3) months out of any rolling six (6) month period, Franchisee must purchase another truck.

   Franchisee shall cause the Approved Vehicles to be branded in accordance with Franchisor's specifications. The Approved Vehicles must be wrapped or painted in signage and artwork as approved by Franchisor before Franchisee commences operation of the Franchised Business.

Franchisee agrees to maintain all Approved Vehicles in accordance with Franchisor's standards and specifications throughout the Term, including as designated in the Manuals. Without limiting the foregoing, Franchisee agrees to: (i) maintain the Approved Vehicles in good mechanical condition; (ii) keep the Approved Vehicles in reasonable cosmetic condition with an appearance that properly represents the brand and System to the public; and (iii) improve vehicle appearance at the request of the Franchisor.

2. *Authorized Products and Services Only.* Franchisee must offer and sell only the Approved Products and Approved Services at the Franchised Business. Franchisee may not offer or provide any other products/services and must not deviate from Franchisor's System standards and specification related to the manner in which the Approved Services and Approved Products are offered and sold, unless Franchisor provides its prior written consent. Franchisor has the right to add additional, delete or otherwise modify certain of the Approved Services or Approved Products from time to time in the Manuals and otherwise in writing, as it deems appropriate in its sole discretion. In the event of a dispute between Franchisee and Franchisor concerning Franchisee's right to carry any particular product or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered at the Premises, or, if the same are not already in inventory or such services not yet being offered, will defer offering for sale such products and services pending resolution of the dispute. Franchisee acknowledges and agrees that Franchisor has the right to designate mandated and/or approved suppliers for any or all items, products, services, equipment and/or goods used, sold or offered in connection with the operation of the Franchised Business (each an "Approved Supplier"). Franchisee acknowledges that Franchisor, its affiliates and/or third parties may be designated as an Approved Supplier or the only approved supplier for any item, product, service, good and/or equipment, without restriction. Franchisee must comply with all such Approved Supplier and designated supplier designations. Without limiting the foregoing, unless otherwise specified by Franchisor in writing, Franchisee must purchase a GPS tracking device and GPS tracking service, point of sale system(s) and related software, customer feedback software, a merchant account(s) for accepting various customer payment methods, merchant credit card processing system(s), mystery shopper services, pay-per-click advertising services, website management, search engine optimization ("SEO") and search engine marketing ("SEM") services, branded merchandise, uniforms, truck(s), and vehicle wrap(s) from Approved Suppliers.

G. **Maintenance, Signs, and Inventory**. Franchisee must maintain at all times during the term of this Agreement and any renewals hereof, at Franchisee's expense, the Approved Vehicles, the Franchised Business, and all equipment, fixtures, furnishings, signs, artwork, décor items and inventory therein as necessary to comply with Franchisor's standards and specifications as prescribed in the Manuals or otherwise in writing. Franchisee must also make such additions, alterations, repairs, and replacements to the foregoing as Franchisor requires. At Franchisor's request, which shall not be more often than once every seven (7) years, Franchisee shall replace and upgrade the Approved Vehicles at its expense, to conform to Franchisor's then-current standards and specifications for the Approved Vehicles. Franchisee must keep the Approved Vehicle in good operating order, clean and in reasonable cosmetic condition. "Reasonable cosmetic condition" means that the truck will have no visible rust, dents, or body damage.

H. **Compliance with Applicable Laws**. Franchisee must at all times conduct and operate the Franchised Business in accordance with all federal, state, and local laws, ordinances, and

regulations applicable thereto.

I. **Approved Vehicle; Other Required Items**. Franchisee must: (i) purchase, lease, and/or maintain any and all Required Items that Franchisor designates for use in connection with the Franchised Business that may include, without limitation, the vehicles that must be used in connection with the Franchised Business, Computer System, equipment, supplies, inventory; (ii) ensure that all Required Items meet Franchisor's standards and specifications; and (iii) purchase all items Franchisor specifies, including Approved Vehicles from the Approved Supplier(s) that Franchisor designates, which suppliers may include Franchisor and/or its affiliate(s), in addition to third party designated suppliers. Franchisee agrees and acknowledges that Franchisor and/or its affiliates may derive revenue and other material consideration, without restriction, in connection with Franchisee purchases of the Required Items and from the purchase or lease of any item, product, vehicle, equipment and/or service. Franchisor may require Franchisee to upgrade the computer system hardware and/or software as well as any other Required Items within a reasonable time of receiving notification that such upgrades are required.

J. **Required Purchases of Inventory, Supplies and Services**. Franchisee must purchase all inventory and supplies Franchisor designates and must provide the Approved Products and Approved Services from Approved Suppliers (unless otherwise designated by Franchisor in writing). Franchisee must maintain such inventory/supply levels as Franchisor designates, and as Franchisee deems reasonably necessary and appropriate to meet current customer demand and any anticipated customer demand in the near future.

K. **Alternative Supplier Approval**. If Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, to the extent known. At Franchisor's request, Franchisee must also provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor may, but is not obligated to, provide Franchisee's proposed supplier with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement. Each supplier that Franchisor approves must comply with Franchisor's usual and customary requirements regarding insurance, indemnification and non-disclosure. If Franchisor approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract. Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole.

Franchisor and its affiliates have the unrestricted right to receive payments and other material consideration from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor and/or its affiliates receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor and/or its affiliate deems appropriate.

L. **Computer Issues**. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, data-related problems, and attacks by hackers and other unauthorized intruders in connection with the operation of the Franchised Business, including any proprietary software used in connection with the System.

M. **Training Completion and Conference Attendance**.

1. Franchisee must ensure that Franchisee, its Designated Manager and any other designated personnel each successfully complete the Initial Training Program or appropriate portions thereof with respect to any designated personnel, prior to opening the Franchised Business. Franchisee agrees and acknowledges that Franchisor may require Franchisee and its personnel to complete the components of the Initial Training Program that are provided via remote participation within 30 days of the date this Agreement is executed.

2. Franchisee agrees and acknowledges that Franchisee may be required to complete and/or satisfy the following Training Pre-Conditions before Franchisor will approve Franchisee or any of its designated trainees to attend the components of the Initial Training Program that are provided at Franchisor's headquarters or other designated training facility:

   i. submit, and obtain Franchisor's approval of, Franchisee's Initial Marketing Spend plan for the Franchised Business;

   ii. demonstrate that Franchisee has pre-paid all amounts in connection with the Initial Marketing Spend or is in a position to do so in the near future;

   iii. undertake all steps to establish the EFT Account, as described in Section 4(B) of this Agreement, including providing Franchisor and/or its designee with all authorizations and approvals necessary to access such EFT Account;

   iv. demonstrate that Franchisee has obtained all required insurance coverages as set forth in this Agreement and the Manuals; and

   v. provide Franchisor with completed copies of all agreements and contracts that are attached as Exhibits to this Agreement that are signed by Franchisee and/or appropriate third party(ies), to the extent such documents have not been signed, completed or need to be updated as of that date.

3. Franchisee must also ensure that Franchisee, its Designated Manager and any other designated personnel attend and complete any Additional Training or Remedial Training that may be required pursuant to this Agreement.

4. Franchisee agrees and acknowledges that it will be solely responsible for: (i) all costs

associated with Franchisee and/or its designated personnel attending any initial or ongoing training provided by Franchisor or any third-party trainer pursuant to this Agreement; and (ii) paying Franchisor its then-current Training Fee for any (a) Additional Training requested by Franchisee, (b) Remedial Training that Franchisee is required to complete as part of its cure actions with respect to a default hereunder, or (c) any replacement or new personnel that needs to attend any portion of our Initial Training Program, as set forth in this Agreement.

5. Any failure by Franchisee or its Designated Manager to (a) attend and complete the Initial Training Program, or (b) any other training/conferences that such individual(s) are required to attend and/or complete hereunder will constitute a material default of this Agreement and grounds for termination if not cured within the appropriate cure period set forth in this Agreement.

N. **Training of Personnel.** Franchisee or at least one (1) of Franchisee's personnel that has successfully completed the entire Initial Training Program must conduct training classes for, and properly train, all of Franchisee's employees on the Approved Services, advertising, maintenance of the Premises, the POS and computer system, as well as any other information that is relevant to each individual's role with the Franchised Business, including Franchisor's standards and specifications for operating the Franchised Business, as Franchisor may set forth in the Manuals or otherwise in writing. Further, at least one (1) person that has completed the entire Initial Training Program must manage the Franchised Business at all times.

O. **Hours of Operation**. Franchisee shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor may prescribe in the Manuals or otherwise in writing and must ensure that the Franchised Business is sufficiently staffed.

P. **Image**. Franchisee shall maintain the image of the Approved Vehicle(s) and Franchised Business at all times in accordance with Franchisor's standards and specifications, including: (i) ensuring that each Approved Vehicle is maintained in a clean and orderly manner; and (ii) ensuring that all equipment, furniture and fixtures used in connection with the Franchised Business remains in good, clean condition.

Q. **Customer Lists and Data/Agreements; Privacy Laws**.

1. Franchisee must (i) maintain a list of all of its current and former Clients, as well as their properties and any Approved Services contracts associated therewith (the "Client Information"), at the Premises; and (ii) make such lists and contracts available for Franchisor's inspection upon request. Franchisee must promptly return this information to Franchisor upon expiration or termination of this Agreement for any reason. This Client Information is deemed "Confidential Information" (as later defined in this Agreement) and Franchisor's exclusive property hereunder, including all Approved Services contracts with such Clients. Franchisee acknowledges that Franchisor may have automatic access to any or all of this information via the Computer System and related software that Franchisor requires for use in connection with the Franchised Business.

2. Franchisee agrees to comply with all applicable laws pertaining to the privacy of the customer, employee, and transactional information ("Privacy Laws"). Franchisee further agrees to comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (i) comply with the requirements of applicable law; (ii) immediately give Franchisor written

notice of said conflict; and (iii) promptly and fully cooperate with Franchisor in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent.

R. **Required Communication**. Franchisee must comply with Franchisor's designated communication, interaction and engagement policies, procedures and specifications, including as may be designated in the Manuals.

S. **Promotional Prices; Pricing Guidelines**. To the extent permitted under applicable law, Franchisee must use commercially reasonable efforts to follow Franchisor's general pricing guidelines, including any promotional prices set by Franchisor for a particular Approved Product or Approved Service. As an independent contractor, however, Franchisee may exercise flexibility in meeting competition with respect to the pricing of the Approved Products and Approved Services.

T. **Operation of Franchised Business and Customer Service**. Franchisee shall manage and operate the Franchised Business in an ethical and honorable manner and must ensure that all those working at the Franchised Business provide courteous and professional services to customers and always keep its customers' interests in mind while protecting the goodwill of the Proprietary Marks, System and the Franchised Business. Franchisee must handle all customer complaints and requests for returns and adjustments in a manner consistent with Franchisor's standards and specifications, and in a manner that will not detract from the name and goodwill enjoyed by Franchisor. Franchisee must consider and act promptly with respect to handling of customer complaints and implement complaint response procedures that Franchisor outlines in the Manuals or otherwise in writing.

U. **Access for Inspections/Audit**. To determine whether Franchisee is complying with this Agreement, Manuals and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: (i) observe and monitor the operation of the Franchised Business for consecutive or intermittent periods as Franchisor deems necessary; (ii) allow Franchisor to inspect, photograph, or videotape the Franchised Business, equipment, or operations therein; (iii) interview or survey personnel and Clients of the Franchised Business; and (iv) inspect, audit and/or copy any books, records, and agreements relating to the operation of the Franchised Business, including all financial information. Franchisee agrees to cooperate with Franchisor fully in connection with these undertakings by Franchisor (if taken) and take such steps as may be necessary to immediately correct the deficiencies detected during any such inspection. If Franchisor exercises any of these rights, Franchisor will use commercially reasonable efforts to not unreasonably interfere with the operation of the Franchised Business.

V. **Personal Participation by Franchisee**. Franchisee must personally participate in the direct management operation of the Franchised Business on a full-time basis, unless Franchisee engages a Designated Manager that Franchisor approves in writing to manage the day-to-day operations of the Franchised Business. If Franchisee designates a manager at any time, that manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Franchised Business. Regardless, Franchisee is solely responsible for all aspects of the operation of the Franchised Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the Manuals are met and kept.

W. **Credit Cards and Payment Methods**. Franchisee must accept credit cards in connection with the Franchised Business to facilitate sales, including Visa, MasterCard, American

Express, and Discover and any other major credit cards designated by Franchisor. Franchisee may also accept cash and/or checks in connection with the Franchised Business. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards ("PCI DSS"), as such standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization or standards that Franchisor may reasonably specify. Franchisee's requirements include, but are not limited to, implementing the enhancement, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

X. **Payments to Franchisor**. Franchisee agrees to promptly pay Franchisor all payment and contributions that are due to Franchisor, its affiliates or any Approved Supplier.

Y. **Employment and Other Personnel Decisions**. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record- keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.

7. PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

A. **Ownership of Proprietary Marks**. Franchisee acknowledges the exclusive ownership and/or right to use the Proprietary Marks by Franchisor, and Franchisee agrees that during the term of this Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor. Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Proprietary Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.

B. **Permitted Use**. It is understood and agreed that the use by Franchisee of Franchisor's Proprietary Marks applies only in connection with the operation of the Franchised Business at the Premises, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Manuals or otherwise in writing as part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Franchisor), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.

C. **Use of Proprietary Marks in Advertising and Signage**. To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation and goodwill, as well as that of the System, Franchisee agrees to:

1. Operate and advertise the Franchised Business only under the Proprietary Marks authorized by Franchisor as specified in this Agreement or the Manuals;

2. Maintain and display signage and advertising bearing the Proprietary Marks that reflects the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of Proprietary Marks or other imagery that has become obsolete and no longer authorized by Franchisor.

D. **Proprietary Marks are Sole Property of Franchisor**. Franchisee acknowledges that the

Proprietary Marks, System, Manuals, and all other information and items delivered to Franchisee by Franchisor pursuant to this Agreement or in furtherance of the System, including without limitation, signage, video and audio tapes or disks, information communicated by electronic means, and intellectual property, are the sole and exclusive property of Franchisor, and Franchisee's right to use the same are contingent upon Franchisee's continued full and timely performance under this Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that it will not, during the term of this Agreement or any time thereafter, contest or challenge the sole and exclusive proprietary rights of Franchisor (and, if appropriate, Franchisor's affiliates) to the Proprietary Marks, System, Manuals, and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that it will not adopt, display, attempt to register or otherwise use any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Agreement.

E. **Legal Action Involving Proprietary Marks**. Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or the Manuals and other information and intellectual property delivered to Franchisee or used by Franchisee under this Agreement.

F. **Improvements**. Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by Franchisee or its employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), all of which shall be automatically and without further action owned by Franchisor without compensation to Franchisee (including all intellectual property rights therein). Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that Franchisor cannot automatically own certain of the Improvements that may be developed, then Franchisee hereby agrees to grant Franchisor a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

G. **Modification or Substitution of Marks by Franchisor**. If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the System will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks in any manner, Franchisor will not reimburse Franchisee for any out-of-pocket expenses that Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages

H. **Modification of Proprietary Marks by Franchisee**. Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.

I. **Non-Exclusive Use of Proprietary Marks**. Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other trademarks, licenses, or systems.

J. **Acknowledgements**. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or any other business name, domain name, e-mail address or any social media or social networking profile/page;

2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and

3. Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for Proprietary Marks or to maintain the continued validity of such Proprietary Marks.

K. **Use Outside Scope**. Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of Franchisor's exclusive right to use the Proprietary Marks and, during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

L. **Notification of Infringement**. Franchisee shall notify Franchisor within three (3) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.

M. **Indemnification Regarding Marks**. Franchisor will indemnify and defend Franchisee against any third-party claim brought against Franchisee that arises solely out of Franchisee's authorized use of the Proprietary Marks licensed under this Agreement in connection with the Franchised Business, provided: (i) such use is in full compliance with Franchisor's standards and specifications; and (ii) Franchisee notifies Franchisor in writing of this third-party claim within three (3) calendar days of receiving notice or otherwise learning of the claim. Franchisor will have complete control over the defense and, if appropriate, settlement negotiations and resolution regarding the claims described in this Section, including the right to select legal counsel Franchisor deems appropriate. Franchisee must fully cooperate with Franchisor in connection with Franchisor's defense or settlement of any third-party claim that Franchisor determines to take control of under this Section 7. Notwithstanding anything in

this Section to the contrary, Franchisor's liability under this Section shall be limited to no more than the Initial Franchise Fee paid under this Agreement.

N. **Other Obligations of Franchisee**. In addition to all other obligations of Franchisee with respect to the Proprietary Marks licensed herein, Franchisee agrees:

1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the Internet or otherwise online, except as approved in writing by Franchisor; and

2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

8. OPERATIONS MANUALS AND CONFIDENTIAL INFORMATION

A. **Manuals**. Franchisor will provide Franchisee with access to the Manuals. The Manuals shall at all times remain the sole property of Franchisor and any and all copies (hard copies or electronic files) of the Manuals must be returned to Franchisor upon termination or expiration and non-renewal of this Agreement. In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised Business in strict accordance with Franchisor's Manuals. In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Manuals, and Franchisee agrees to adhere to and abide by all such revisions (at its expense). Franchisee agrees at all times to keep its copy of the Manuals current and up to date. In the event of any dispute as to the contents of Franchisee's manual, the terms of the master copy of the Manuals maintained by Franchisor at its home office shall be controlling. Franchisor may provide any supplements, updates or revisions to the Manuals via the Internet, email, the System-wide intranet/extranet or any other electronic or traditional mediums it deems appropriate.

B. **Control of Franchised Business**. Franchisee acknowledges any Manuals provided by Franchisor to Franchisee are intended to protect Franchisor's standards, systems, names, and marks, and are not intended to control day-to-day operation of the Franchised Business. Franchisee further acknowledges and agrees that the Franchised Business will be under the control of the Franchisee at all times, and that Franchisee will be responsible for the day- to-day operation thereof.

C. **Confidential Information**. In connection with the operation of the Franchised Business, Franchisee will from time to time become acquainted with, work with, and even generate certain information, procedures, techniques, data, and materials that are and, by this Agreement, will become proprietary to Franchisor. Franchisee and all persons signing this Agreement agree to keep confidential any of Franchisor's trade secrets or proprietary information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Franchised Business. Franchisee agrees that it will have no proprietary interest in any work product developed or used by it that arises out of the operation of the Franchised Business. Franchisee will, from time to time as may be requested by Franchisor, do all things that may be necessary to establish or document Franchisor's ownership of any such work product, including without limitation, the execution of assignments.

D. **Trade Secrets and Confidential Information**. The confidentiality requirements set forth in

the preceding paragraph will remain in full force and effect during the term of this Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and proprietary/confidential information include the following:

1. The Manuals;

2. Any customer data, including the names, contact information, rental preferences and any other information concerning users of the Approved Services, except for credit card numbers, bank information or other financial data related to the transaction of funds between the Franchisee and Clients (collectively, the "Customer Data");

3. Any and all information and materials, including all items covered by copyright or any other intellectual property, associated with any proprietary software used in connection with the System;

4. Any information or materials, whether technical or non-technical, that are used in connection with or otherwise related to the establishment and operation of a Franchised Business or the System and are not commonly known by, or available to, the public, including without limitation, any proprietary software; and

5. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential (collectively, the "Confidential Information").

E. **Confidential Information as Property of Franchisor**. Franchisee acknowledges and agrees that the Confidential Information, which includes the Customer Data, and any business goodwill of the Franchise are Franchisor's sole and exclusive property, and that Franchisee will preserve the confidentiality thereof. Upon the termination or expiration and non-renewal of this Agreement, all items, records, documentation, and recordings incorporating any Confidential Information will be immediately turned over by Franchisee, at Franchisee's sole expense, to Franchisor or to Franchisor's authorized representative.

F. **Information Not Confidential**. Excepted from Confidential Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as defined in Section 8(H) below) is information that:

1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or
2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.

G. **Reasonable Efforts to Maintain Confidentiality**. Franchisee shall at all times treat the Confidential Information as confidential and shall use all reasonable efforts to keep such information secret and confidential, including without limitation, all logins/passwords/keys necessary to access any component of the Computer System or related software used in connection with the Franchised Business. The Manuals must remain at the Premises and be kept in a secure location, under lock and key, except when it is being studied by Franchisee or Franchisee's employees. Franchisee shall not, at any time without Franchisor's prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Manuals available to any unauthorized person or entity, in whole or in part.

H. **Prevention of Unauthorized Use or Disclosure**. Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the

unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, employees, and independent contractors who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, "Restricted Persons") execute Franchisor's prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit E (the "Confidentiality and Restrictive Covenant Agreement"). Franchisee must obtain a signed copy of the Confidentiality and Restrictive Covenant Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee's spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Restrictive Covenant Agreement. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Restrictive Covenant Agreement within ten (10) days of Franchisor's request. If Franchisee is not able to provide a signed form for any Restricted Person within that 10-day period and Franchisee is not able to cure such a breach of its obligations by having that Restricted Person sign and return the Confidentiality and Restrictive Covenant Agreement, then Franchisor reserves the right to charge Franchisee a penalty fee amounting to $1,000 in additional to any other remedies that Franchisor may have under this Agreement or applicable law.

9. ADVERTISING

A. **Advertising and Sales Promotion Programs**. Franchisor may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all or some of the Franchised Businesses operating under the System. Franchisee must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by Franchisor shall be final and binding upon Franchisee. Franchisor may also request that Franchisee purchase and/or make copies of (and Franchisee's expense) and subsequently use certain other advertising or promotional materials that Franchisor designates for use in connection with the Franchised Business.

B. **Approval for all Advertising/Promotional Materials**. All advertising and promotion by Franchisee in any medium must be conducted in a professional manner and shall conform to Franchisor's standards and requirements, including, but not limited to social media guidelines, as set forth in the Manuals or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials twenty (20) days prior to use if such plans and materials have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee must submit unapproved plans and materials to Franchisor, and Franchisor will have fifteen (15) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this fifteen (15) day period, the proposed materials will be deemed rejected. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Once approved, Franchisee may use the proposed materials for a period of ninety (90) days, unless Franchisor prescribes a different time period for use or requires Franchisee to discontinue using the previously approved materials in writing. Franchisor may revoke its approval of any previously approved advertising materials upon notice to Franchisee. Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee or to be used by a Cooperative, including, but not limited to, the phrase "Franchises Available" and references to Franchisor's telephone number and/or website.

C. **Initial Marketing Spend**. Franchisee must spend between $3,500 and $7,500 per Territory, as Franchisor designates, on an initial marketing and advertising campaign to promote the opening of the Franchised Business ("Initial Marketing Spend"). This Initial Marketing Spend is also required if you purchased an existing Franchised Business. Franchisor must approve of the initial marketing campaign before Franchisee conducts it, and Franchisee must carry out the approved campaign for a three (3) month period, which shall begin one (1) month prior to the opening of the Franchised Business, or at the time of the resale if you purchased an existing Franchised Business. Prior to their use, all initial marketing materials must be approved by Franchisor. Franchisor will have the right to approve and/or designate the type of expenditures that are made as part of Franchisee's Initial Marketing Spend. Initial Marketing Spend expenditures will be in addition to any Local Advertising expenditures and Fund Contributions, as set forth in this Agreement.

D. **Local Advertising.** Franchisee shall comply with the following requirements in regard to local advertising:

1. Commencing the first full month the Franchised Business is open and operating, Franchisee must expend the amounts set forth below on advertising and promoting the Franchised Business in the immediate locality surrounding the Franchised Business in accordance with the advertising/marketing plan that Franchisor approves (the "Local Advertising Requirement") and the policies and standards Franchisor sets forth in the Manuals and elsewhere. Specifically, Franchisee must expend the following minimum amounts on its Local Advertising Requirement, per Territory in which the Franchised Business operates: (i) for the first three (3) moths of operations, $1,500 per month; (ii) for months four (4) through twenty-four (24) of operations, $2,500 per month; and (iii) for each month thereafter, $5,000 per month. Upon Franchisor's written request, Franchisee must provide Franchisor with invoices and other documentation necessary to demonstrate that Franchisee is in compliance with its monthly expenditure requirement. Franchisor reserves the right to require Franchisee to pay the Local Advertising Requirement to Franchisor on notice to Franchisee at any time.

2. Franchisor may require Franchisee to prepare an initial comprehensive local advertising plan and program prior to opening the Franchised Business, or at the time of resale if you purchased an existing Franchised Business, that details Franchisee's budget and anticipated expenditures for the Local Advertising Requirement for the Franchised Business's first year of operations, which must be approved by Franchisor prior to opening. Franchisee may expect expenditures for the Local Advertising Requirement to be greater in the first year of operations during the development of the Franchised Business. Franchisor may further require that Franchisee submit an annual Local Advertising Requirement plan or program for each subsequent year of the Franchised Business's operation on or before the beginning of the Franchised Business's fiscal year that must be approved by Franchisor prior to implementation. Franchisor may from time to time provide to Franchisee, at Franchisee's expense, such approved advertising and promotional plans and materials as Franchisor deems advisable. Franchisor may, as it deems necessary in its sole discretion, provide general guidelines for conducting local advertising so as to better assist Franchisee. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on local advertising for the preceding month.

3. Franchisor may require Franchisee to obtain and maintain a dedicated phone line for use in connection with the Franchised Business, and, if required, to ensure that the Franchised Business is listed in the appropriate directories that Franchisor designates.

Franchisee must assign any and all such phone listings and lines to Franchisor, at Franchisor's option, upon termination, expiration, or transfer of this Agreement. Franchisor may require Franchisee to list and advertise the telephone number(s) for the Franchised Business in online directories or other business directories distributed in its trade area.

4. Furthermore, Franchisee shall, at Franchisor's request, obtain listings and/or advertise with Franchisor and other franchisees of the System in online directories, as designated by Franchisor. In the event Franchisee does not comply with Franchisor's requests regarding such online listings or advertisement, Franchisor reserves the right to place, modify, or remove such listings and advertisements on behalf of Franchisee. For any listings or advertisements that Franchisor posts on behalf of Franchisee due to Franchisee's non-compliance under this Section, Franchisee shall promptly pay, upon demand by Franchisor, its pro rata share of the costs of such listings or advertisements. Upon termination, transfer, or expiration of this Agreement, Franchisee agrees to take any and all steps necessary to assist Franchisor in removing or assigning control of all listings under this Section to Franchisor. Franchisee may not advertise and promote the Franchised Business outside of the Territory, unless Franchisee secures Franchisor's prior written consent, which may be granted or withheld in Franchisor's sole and absolute discretion, and which may be conditioned upon Franchisee's execution of agreements and/or acknowledgments in the forms designated by Franchisor. Nothing in this Section shall prevent or otherwise affect Franchisee's right to continue servicing and corresponding with any existing accounts that Franchisee has assumed in accordance with the terms of this Agreement.

E. **Brand Development Fund**. Franchisor has established a Fund for promoting the System, Marks and Approved Services. Franchisee is required to make monthly contributions to the Fund amounting to up to two percent (2%) of the Gross Sales of the Franchised Business from the preceding week. Franchisor may modify these Fund contribution requirements upon thirty (30) days written notice to the Franchisee.

1. The Fund is used for national and regional advertising, publicity, brand development and promotion relating to the System and Approved Services. Franchisor, in its sole discretion, determines how the Fund is spent and administered. Without limiting this broad discretion, the Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national and/or regional advertising materials, programs and public relations activities including, without limitation, the cost of (i) preparing and conducting television, radio, magazine, billboard, newspaper, direct mail and other media programs and activities; (ii) preparing promotional brochures, coupons and other marketing materials; (iii) conducting marketing surveys and test marketing; (iv) digital/social media and email marketing efforts; (v) developing, optimizing and maintaining the System website; (vi) development of customer facing technology; (vii) attendance and participation in industry trade shows; (viii) digital media marketing and social media marketing; and (ix) employing third party agencies, including outside vendors and consultants, to assist therewith. Franchisor may use the Fund in connection with any existing and any future developed media, marketing platforms and/or methods of marketing and/or advertising without restriction.

2. Franchisor shall oversee all advertising, publicity, brand development and promotional programs, with sole control over creative concepts, materials, media used and placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or pro rata from expenditures by the Fund. Franchisor is not required to spend any of your Fund contributions in your Territory.

3. The Fund may be used to meet any and all costs associated with customer retention management ("CRM"), current and future developed marketing media, methods and platforms, marketing automation platforms, social media marketing platforms, marketing feature development (including in our work order platform), development of marketing related dashboards and/or marketing components of such dashboards. All Fund contributions will be maintained in a separate account from the monies of Franchisor. With the exception of costs and expenses (including overhead and salaries) incurred in connection with activities related to the maintenance, direction, or administration of the Fund, and/or Fund activities, Fund contributions will not be used to defray any of Franchisor's general operating expenses.

4. Franchisor may spend all Fund contributions during Franchisor's fiscal year within which such contributions are made; however, Franchisor has no obligation or duty to do so. If excess amounts remain in any Fund at the end of such fiscal year, these excess amounts will roll over into the Fund for the following fiscal year. Fund contributions are not refundable at any time, including upon termination or expiration of the Franchise Agreement.

5. Franchisor has the right to suspend or terminate the Fund at any time.

6. Franchisor may not use Fund contributions principally to develop materials and programs to solicit franchisees. However, media, materials and programs prepared using Fund contributions may describe the franchise program, reference the availability of franchises and related information and process franchise leads.

7. Franchisor may structure the Fund's organization and administration in any way Franchisor determines. Franchisor may organize and reorganize the Fund into a separate entity, as Franchisor deems appropriate, and Franchisor may transfer all Fund contributions and assets to the entity. Franchisor may require you to pay the Fund contributions directly to the entity.

8. If Franchisee submits a written request to Franchisor on or before March 31 of a given calendar year, Franchisor will provide Franchisee with an unaudited accounting of the operation of the Fund (which may be prepared internally) for the immediately preceding calendar year within 30 days following the completion of such accounting and in no event, no sooner than 120 days after Franchisor's fiscal year end. The cost of the accounting and any accompanying statement will be paid out of Fund contributions. Franchisor retains the right to have the Fund reviewed or audited and reported on, at the expense of the Fund, by an independent certified public accountant selected by Franchisor, but is under no obligation to do so.

9. Franchisee agrees and acknowledges that the Fund is not a trust and the Franchisor has no fiduciary duty to Franchisee in administering the Fund.

F. **Advisory Council**. Franchisor may establish, if and when it deems appropriate and in its sole discretion, a franchise advisory council to provide advice and guidance to Franchisor regarding various components of the System, which may include marketing and advertising matters (a "FAC"). If Franchisor establishes a FAC, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned Franchised Businesses, or other management/employees that Franchisor designates. If a FAC is established, the membership of such Advisory Council, along with the policies and procedures by which it operates, will be determined by Franchisor. The recommendations of a FAC shall not be binding on Franchisor.

G. **Website**. Franchisor may establish an interior page on its corporate website to display the Premises and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) this Agreement is not subject to termination. If Franchisor creates and includes any information about Franchisee on a website, then Franchisor may require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. Franchisee may not establish any separate website or other Internet presence in connection with the Franchised Business, System or Proprietary Marks without Franchisor's prior written consent. If approved to establish a separate website, Franchisee acknowledges that Franchisor is, and shall be at all times, the owner of all right, title and interest in and to the website. Franchisee may not, under any circumstances, register or purchase any URL using any of the Proprietary Marks, including the mark "Let's Get Moving." Franchisee must comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisee specifically acknowledges and agrees that any website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement and will be subject to (among other things) Franchisor's approval as described in this Section 9. Franchisee may not promote or otherwise list its Franchised Business, or the Proprietary Marks or System, on any social media or networking site, including without limitation, Facebook, LinkedIn, Instagram, Pinterest, Twitter or YouTube, without Franchisor's prior written consent, or as otherwise authorized by Franchisor in writing in the Manuals (which authorization may be revoked at any time on notice to Franchisee) and agrees to participate in any parent-child relationships Franchisor creates on any social media or networking site. Franchisor shall have the right to modify the provisions of this Section relating to Franchisee's use of separate websites and social media, as Franchisor determines necessary or appropriate. Franchisee must follow Franchisor's social media policies and directives as set forth in the Manuals. Franchisee must also turn over all passwords to any social media websites or similar internet-based mediums immediately upon creation. Upon termination or expiration of this Agreement, in addition to any other specifications set forth in Franchisor's social media policies and directives, Franchisor has the right to remove Franchisee's administrative access, and Franchisee acknowledges that Franchisor retains ownership and control of all content created during the term of this Agreement.

H. **Cooperatives**. Franchisor may establish regional advertising cooperatives that are comprised of multiple Franchised Business owners located within a geographical region that Franchisor designates (each, a "Cooperative"). If Franchisor establishes a Cooperative and designates Franchisee as a member thereof, Franchisee may be required to contribute to the Cooperative in a weekly specified amount. All amounts paid to a Cooperative will be credited towards Franchisee's Local Advertising Requirement or Fund contribution. Franchisor may specify the governing rules, terms and operating procedures of any Cooperative.

10. ACCOUNTING AND RECORDS

A. **Maintenance of Records**. Franchisee must, in a manner satisfactory to Franchisor and in accordance with generally accepted accounting principles, maintain original, full, and complete register tapes, computer files, back-up files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to the Franchised Business, as well as other statistical and financial information and records Franchisor may require. All of this information must be kept for the duration of this Agreement and for a period of at least three (3) years thereafter. Upon Franchisor's request, Franchisee must furnish Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Franchised Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products and services sold by it, or

data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System (including in Franchisor's disclosure documents).

B. **Examination and Audit of Records**. Franchisor and its designated agents shall have the right to examine and audit Franchisee's records, accounts, books, computer files and data, including any proprietary software used in connection with the System, at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such audit discloses that Franchisee has underreported the Gross Sales of the Franchised Business (or any amount due to Franchisor) by two percent (2%) or more in any given reporting period (weekly, monthly or otherwise), then Franchisee must: (i) reimburse Franchisor any costs/expenses incurred in connection with conducting the inspection and audit; and (ii) immediately pay any amount due and owing Franchisor as a result of Franchisee's underreporting, along with any accrued interest on said amounts.

C. **Computer System for Records**. Franchisee shall record all transactions of the Franchised Business on a Computer System designated or approved by Franchisor, which must contain software that allows Franchisee to record accumulated sales without turning back, resetting or erasing such sales. Franchisor will, at all times and without notice to Franchisee, have the right to independently and remotely access and view Franchisee's Computer System as described in Section 4(C) of this Agreement.

D. **Computer System Files and Passwords**. Franchisee shall not install or load any computer software on the hard disks of the Computer System used in connection with the Franchised Business without Franchisor's prior written consent. All computer and file passwords associated with the Computer System must be supplied as a list to Franchisor by Franchisee, along with any modifications or changes to that list. The passwords to access the Computer System located at the Premises or used by the Franchised Business, as well as all computer files and records related to the Franchised Business, are the exclusive property of Franchisor and Franchisee must provide Franchisor with these files and information upon the termination or expiration of this Agreement. Consistent with the other provisions of this Agreement, Franchisee agrees and acknowledges that Franchisor may have automatic access to Franchisee's specific passwords/keys/logins through the Computer System components and related software that Franchisor requires Franchisee to use in connection with the Franchised Business.

E. **Current Contracts, Listings and Projects**. At any time and upon request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects related to Clients and/or properties that Franchisee is involved in or working with.

F. **Tax Returns**. Upon Franchisor's request, Franchisee shall furnish the Franchisor with a copy of each of its reports, returns of sales, use and gross receipt taxes, and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which Franchisee shall certify as true and correct.

G. **Right to Require Audit if Franchisee Underreports**. In the event a prior audit or inspection conducted by Franchisor (or its designee) has revealed that Franchisee has underreported the Gross Sales of the Franchised Business by two percent (2%) or more for any reporting period as described in Section 10(B), then Franchisor may require Franchisee to provide, at the Franchisee's expense, audited financial statements that comply with GAAP and GAAS for

Franchisee's fiscal year within 120 days of Franchisee's fiscal year end.

H. **Change to Ownership of Franchisee**. In addition to the foregoing statements, Franchisee must provide Franchisor with written reports regarding any authorized change to: (i) the listing of all owners and other holders of any type of interest (legal or beneficial) in Franchisee or the Franchised Business; and (ii) Franchisee's partners, officers, directors, as well as any of the Designated Manager(s) that manage the day-to-day operations of the Franchised Business. Franchisee will notify Franchisor in writing within ten (10) days after any such change, unless Franchisor is required to first notify Franchisor and obtain its approval prior to making any such change.

11. INSURANCE

A. Franchisee must procure and maintain at all times the following insurance policies at Franchisee's sole expense, which must additionally meet the standards and requirements set forth in the Manuals: (i) comprehensive general liability insurance and comprehensive product liability insurance against claims for bodily and personal injury, death, and property damage caused by or occurring in conjunction with the operation of the Franchise or your conduct of business pursuant to this Agreement; (ii) Workers' Compensation or other employer's liability insurance as well as such other insurance as may be required by statute or rule in the state(s) in which your Franchise is located or operates; (iii) "cyber" liability insurance; and (iv) automobile liability coverage, including coverage of owned, non-owned and hired vehicles.

B. If Franchisee fails to obtain or maintain the required insurance coverage, Franchisor has the right but not the obligation to purchase it for Franchisee and require Franchisee to reimburse the premium cost and an additional administrative fee equal to ten percent (10%) of the insurance policy premium for doing so. Each insurance policy required in order to meet the standards and requirements set forth in the Manuals must contain a provision that the policy cannot be cancelled or amended without at least thirty (30) days prior written notice to Franchisor. The insurance must be primary coverage without the right of contribution from any of our insurance.

C. Franchise must purchase cargo insurance for damage or loss to the cargo while it is being moved, and coverage while items are being loaded, unloaded or otherwise in Franchisee's possession. Additionally, you must submit Form E and Form H and your auto liability policy must include an MCS-90 endorsement, evidence of which you must produce upon our request.

D. Each insurance policy required under this Agreement and/or the Manuals must contain a Grantor of Franchise endorsement approved in writing by Franchisor naming Franchisor as additional insureds and an additional insured endorsement approved in writing by us naming Franchisor, its affiliates and respective officers, directors, managers, partners, members, affiliates, subsidiaries and employees as additional insureds. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) the negligent acts, errors or omissions of us or other additional insureds. You shall maintain such additional insured status for us on your general liability policies continuously during the Term.

E. Franchisee's obligation to obtain and maintain the insurance policies in the amounts specified in the Manuals shall not be limited in any way by reason of any insurance that may be maintained by Franchisor, nor shall Franchisee's procurement of required insurance relieve Franchisee of liability under the indemnification provisions set forth in this Agreement.

Franchisor's insurance procurement obligations under this Section 11E and as specified in the Manuals are separate and independent of Franchisee's indemnification obligations under this Agreement.

12. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. **No Fiduciary Relationship**. In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute the Franchisee an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.

B. **Independent Contractor Relationship**. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation or to create any obligation on behalf of Franchisor. Upon Franchisor's request, Franchisee must display a sign in its Franchised Business displaying the following phrase (or something similar): "This Franchised Business is independently owned and operated pursuant to a license agreement."

C. **Indemnification**.

1. Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates (including any affiliate supplier), subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's (a) breach or attempted breach of, or misrepresentation under, this Agreement, and/or (b) ownership, construction, development, management, or operation of the Franchised Business in any manner. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

13. TRANSFER AND ASSIGNMENT

A. **No Transfer by Franchisee Without Franchisor's Approval**. Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in this Agreement or the Franchised Business (or undertake any of the actions identified in Section 13(C) of this Agreement) without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

B. **Death or Disability**.

1. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's principals/owners/guarantors), Franchisee's legal

representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the operation of the Franchised Business as "Franchisee" under this Agreement if: (i) within ninety (90) days from the date of death, disability or incapacity (the "90 Day Period"), such person has obtained Franchisor's prior written approval and has executed Franchisor's then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor.

2. Franchisor is under no obligation to operate the Franchised Business or incur any obligation on behalf of any incapacitated franchisee, during or after the 90 Day Period. If necessary, Franchisee (or Franchisee's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 90 Day Period. In the event of Franchisee's death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines in Franchisor's sole discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney's fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.

3. Franchisor will not collect any transfer fee if there is a transfer under this Section 13(B) to an immediate family member of the Franchisee that Franchisor approves pursuant to Section 13(E).

C. **Ownership.** In addition to those acts described in Section 13(A), a transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's ownership shares/stock or any increase in the number of outstanding shares/stock of Franchisee's ownership/membership units that results in a change of ownership; (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company. Any new partner, shareholder, or member or manager having an ownership interest in the surviving entity after the proposed transfer will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to (i) and (iii) above shall not be subject to Franchisor's right of first refusal as set forth in Section 13(D) so long as there is no change in control (ownership or otherwise) with respect to Franchisee.

D. **Right of First Refusal.** If (a) Franchisee proposes to transfer any of its interest in this Agreement or the Franchised Business or any interest in its lease for the Premises, or (b)

Franchisee's owners propose to transfer any interest in Franchisee if Franchisee is an entity (other than a corporation or limited liability company as set forth in Section 13(C) hereof or in the event of Franchisee's death/disability as set forth in Section 13(B)), then Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(E) of this Agreement. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.

E. **Conditions for Approval.** Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or any other acts of transfer described in Section 13(C) upon satisfaction of the following occurrences:

1. All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;

2. Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially complied with such agreements during their respective terms;

3. Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities;

4. Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of, and agreement to, faithfully perform all of Franchisee's obligations under this Agreement;

5. The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;

6. The transferee shall execute Franchisor's then-current franchise agreement (which

may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, with transferee's term commencing on the date the transferee executes the then-current franchise agreement;

7. Franchisee or transferee shall pay Franchisor a transfer fee equal to Fifteen Thousand Dollars ($15,000) per Territory to be transferred, except in the case of (i) a transfer to a corporation formed for the convenience of ownership, or (ii) for approved intra-family transfers or for a transfer which arises upon death or mental incompetency.

8. The transferee shall satisfactorily complete Franchisor's Initial Training Program within the time frame Franchisor sets forth without paying an additional tuition fee, but the transferee will be responsible for all costs and expenses associated with attending the Initial Training Program;

9. Franchisee (and Franchisee's principals/guarantors if Franchisee is a partnership, corporation or limited liability company) must comply with the post-termination provisions of this Agreement;

10. The transferee must demonstrate that is has obtained or maintained, within the time limits set by Franchisor, all permits, and licenses required for the continued operation of the Franchised Business;

11. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

12. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

Franchisor will not unreasonably withhold its consent to a proposed transfer or assignment requested by Franchisee, provided the foregoing conditions are met. Franchisor's approval of a transfer shall not operate as a release of any liability of the transferring party nor shall such approval constitute a waiver of any claims Franchisor may have against the transferring party. Furthermore, Franchisor agrees that Franchisee will not be required to pay any transfer fee in the event: (i) Franchisee wishes to transfer its rights under the Franchise Agreement to a newly-established legal business entity that is wholly owned by Franchisee and established solely for purposes of operating the Franchised Business under the Franchise Agreement; or (ii) Franchisee is required to encumber certain assets of the Franchised Business (or subordinate Franchisor's security interest thereto) in order to receive SBA or other traditional bank financing, provided Franchisor otherwise approves of the transfer.

F. **Transfer from an Individual Franchisee to Business Entity**. If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee or training tuition fees set forth in Section 13(E)(7)-(8), and such assignment will not be subject to Franchisor's right of first refusal in Section 13(D): (i) the corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business; (ii) the entity at issue is wholly owned by Franchisee (and no other party); (iii) the corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and (iv) all stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and

execute the Personal Guaranty attached to this Agreement as Exhibit B.

G. **Franchisor's Right to Transfer**. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

H. **Option to Purchase.** Franchisor has the option to purchase all of the rights granted to Franchisee under this Agreement, along with this Agreement and all assets associated with the Franchised Business as of the date Franchisor provides Franchisee with the "Option Notice" defined below in accordance with the terms of this Section (the "Option").

1. *Option Period.* Franchisor may exercise the Option at any point during the term of this Agreement. Franchisor must provide Franchisee with written notice of its intention to exercise the Option (the "Option Notice").

2. *Purchase Price.* Franchisor agrees to pay Franchisee a purchase price that will be calculated based on the fair market value of the Franchised Business as mutually agreed upon by Franchisee and Franchisor. If Franchisee and Franchisee are not able to reach mutual agreement as to the fair market value of the Franchised Business within fifteen (15) days of the Option Notice, the parties shall designate a mutually agreed upon appraiser or business valuation expert to determine the fair market value of the Franchised Business and the appraiser's or expert's determination shall be final and binding. If Franchisor and Franchisee are unable to agree on an appraiser or business valuation expert within thirty (30) days of the Option Notice, Franchisor shall have the right to designate the appraiser or valuation expert and such appraiser's or expert's determination shall be final and binding.

3. *Exercising the Option and Related Terms.* Once Franchisor has provided Franchisee with the Option Notice, Franchisor will have a 90-day period within which to conduct its due diligence on the Franchised Business. In the event that Franchisor elects to proceed with the purchase after the satisfactory conclusion of Franchisor's due diligence, Franchisor will have 60 days from the completion of its due diligence investigation within which to tender the Purchase Price and close on the transaction ("Closing"). At Closing, Franchisee agrees to deliver possession and title to all the assets of the Franchised Business to Franchisor pursuant to a prescribed form of asset purchase agreement, free and clear of all liens and encumbrances. Franchisor may elect to rescind its election to exercise the Option at any time prior to Closing. Franchisor's failure to exercise the Option on one or more occasions will not preclude Franchisor from exercising the Option at a later date. Franchisor will not be obligated to assume any liabilities in connection with Franchisor's purchase of the Franchised Business. Franchisor shall be entitled to offset the total Purchase Price by: (i) any amounts owed by Franchisee to Franchisor; and (ii) any liabilities (contingent or otherwise) which Franchisor agrees, at its discretion, to undertake in connection with exercising the Option. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of the Franchised Business, including, without limitation: representations and warranties as to ownership and condition of and title with respect to any Franchised Business assets; liens and encumbrances with respect to any Franchised Business assets; validity of contracts and agreements; and liabilities affecting the Acquired Assets and Rights, contingent or otherwise. Upon Closing, this Agreement will be deemed terminated (or transferred, at Franchisor's option), and Franchisee must comply with all post-term obligations associated with this Agreement. The parties acknowledge and agree that the Option and the Purchase Price set forth herein are fair and reasonable.

14. COVENANTS

Franchisee acknowledges that, as a participant in Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Franchisee agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees.

A. **During the Term of this Agreement.** During the term of this Agreement, neither Franchisee, its principals, owners, guarantors or Designated Manager(s), nor any immediate family of Franchisee, its principals, owners, guarantors or Designated Manager(s), may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with, any other business that (a) offers, sells or provides any of the Approved Services (including but not limited to local, long-distance, commercial and international moving services, packing and unpacking services, storage solution services, assembly services, and junk removal services) that are offered or provided by the Franchised Business and/or other System franchises (each, a "Competing Business"), or (b) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business. For purposes of this Agreement, a Competing Business does not include: (i) any business operated by Franchisee under a Franchise Agreement with Franchisor; or (ii) any business operated by a publicly- traded entity in which Franchisee owns less than two percent (2%) legal or beneficial interest; or

2. Divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

B. **After the Term of this Agreement.**

1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor, including, but not limited to, by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.

2. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

   a. Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with any other Competing Business:

i. within the Territory;
ii. within a twenty-five (25) mile radius of the Territory;
iii. within a twenty-five (25) mile radius of any Franchised Business that is open and operating as of the date this Agreement expires and/or is terminated; or
iv. within a twenty-five (25) mile radius of any other designated territory that has been granted by Franchisor or its affiliates in connection with a Franchised Business as of the date this Agreement expires and/or is terminated, regardless of whether a Franchised Business is open and operating in that designated territory; or

b. Solicit business from Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose.

C. **Intent and Enforcement**. It is the parties' intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 14 by Franchisee, any of Franchisee's principals, or any member of the immediate family of Franchisee or Franchisee's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other System franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 14 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 14, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 14 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation on the restrictive covenants set forth in Section 14(B) shall be tolled during any default under this Section 14.

D. **Confidentiality and Restrictive Covenant Agreement**. Franchisee must ensure that all management personnel of the Franchised Business, as well as any officers and directors of Franchisee, execute Franchisor's then-current form of Confidentiality and Restrictive Covenant Agreement (which will be in substantially the same form as the document attached to the Franchise Disclosure Document). Franchisee must furnish Franchisor a copy of each executed agreement.

E. **No Defense**. Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 14.

15. DEFAULT AND TERMINATION

Franchisor may terminate this Agreement as described in this Section, and Franchisee agrees and acknowledges that the defaults, or failure to cure such defaults within the appropriate time period prescribed below (if any), shall constitute "good cause" and "reasonable cause" for termination under

any state franchise laws or regulations that might apply to the operation of the Franchised Business.

A. **Automatic Termination**. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;

2. A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee and not dismissed within thirty (30) days;

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian in connection with the Franchisee or Franchised Business (or assets of the Franchised Business) is filed and consented to by Franchisee;

4. A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed;

5. A final judgment in excess of Ten Thousand Dollars ($10,000.00) against Franchisee remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction), except that Franchisor may provide Franchisee with additional time to satisfy the judgment if Franchisee demonstrates that it is using commercially reasonable efforts to resolve the issues related to the judgment; or

6. Franchisee attempts to sell, transfer, encumber or otherwise dispose of any interest in Franchisee, this Agreement or the Franchised Business in violation of Section 13 hereof.

B. **Termination upon Notice**. Franchisor has the right to terminate this Agreement upon written notice to Franchisee without providing Franchisee any opportunity to cure with respect to any of the following breaches or defaults:

1. If Franchisee or Franchisee's owners/principals commit any fraud or misrepresentation in the establishment or operation of the Franchised Business, including without limitation, any misrepresentation made in Franchisee's franchise application;

2. If Franchisee and any other required attendees fail to attend and complete the Initial Training Program within the time period prescribed in this Agreement;

3. If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations set forth in Section 15(C) of this Agreement during any twelve (12) month period, whether or not these breaches were timely cured;

4. If Franchisee or Franchisee's owners/principals violate any of the in-term covenants not to compete or any of the other restrictive covenants set forth in Section 14 of this Agreement;

5. If Franchisee misuses the Proprietary Marks or Confidential Information in any manner, or otherwise violates any provision of this Agreement related to the use of the Proprietary Marks, Confidential Information and any other confidential materials provided by Franchisor (including those provisions related to non- disclosure of the Manuals and other confidential materials that Franchisor loans to Franchisee);

6. If Franchisee misuses any proprietary software that Franchisor designates for use in connection with the Franchised Business;

7. If Franchisee or any of Franchisee's principals default on any other agreement with Franchisor or any affiliate or Approved Supplier of Franchisor, and such default is not cured within the prescribed time period set forth in that other agreement;

8. If Franchisee defaults under the lease for the Premises and does not cure within the prescribed period of time thereunder, or if Franchisee otherwise loses its right to possess and control the Premises to operate the Franchised Business at any time during the term of this Agreement (except in cases of *force majeure* and cases where Franchisor has previously approved Franchisee's relocation request and Franchisee timely relocates);

9. If Franchisee fails to open and commence operations of the Franchised Business within the time period prescribed in Section 6 of this Agreement;

10. If Franchisee fails to cure any of the following violations under this Agreement within ten (10) days of being notified by Franchisor: (i) failure to offer only those Approved Products and Approved Services that Franchisor authorizes at the Franchised Business; (ii) any purchase of any non-approved item or service for use in connection with the Franchised Business; (iii) failure to purchase any Required Item that Franchisor designates as necessary for the establishment or operation of the Franchised Business from the appropriate Approved Supplier(s) that Franchisor designates;

11. If Franchisee voluntarily or otherwise abandons the Franchised Business. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Franchised Business for more than two (2) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Franchised Business in accordance with this Agreement or the Manuals;

12. If Franchisee fails to provide Franchisor with access, or otherwise blocks Franchisor's access, to Franchisee's Computer System as required under this Agreement, and fails to remedy this default within forty-eight (48) hours of being notified by Franchisor;

13. If Franchisee fails to pay Franchisor, its affiliates, any of its Approved Suppliers or any Client any amount that is due and owing that party within ten (10) days of the date that Franchisor (or other party owed the money) notifies Franchisee of the outstanding amount that is due and owed;

14. If Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business;

15. If Franchisee fails, for a period of ten (10) days after notification of non- compliance, to obtain any other licenses, certificates, permits or approvals necessary to operate the Franchised Business at the Premises;

16. If Franchisee, any person controlling, controlled by, or under common control with

the Franchisee, any principal officer or employee of Franchisee, or any person owning an interest in Franchise is convicted of a felony or any other crime or offense (even if not a crime) that is reasonably likely in the reasonable opinion of Franchisor to adversely affect the System, any System unit, the Proprietary Marks, or the goodwill associated therewith;

17. If Franchisee takes for Franchisee's own personal use any assets or property of the Franchised Business, including inventory, employee taxes, FICA, insurance or benefits;

18. If Franchisee fails to comply with Franchisor's customer service policies and procedures as set forth in the Manuals or otherwise in writing, or fails to show up to perform jobs for customers three (3) or more times in any thirty (30) day period;

19. If there are insufficient funds in Franchisee's EFT Account to cover a check or EFT payment due to Franchisor or its affiliates under this Agreement two (2) or more times within any twelve (12) month period;

20. If Franchisee commits repeated violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; operates the business in a manner that presents a health or safety hazard to its employees or customers;

21. If Franchisee or Franchisee's operating principal's driver's license is revoked and the revocation prevents Franchisee from operating the vehicle necessary to provide the Approved Services;

22. If Franchisee has two (2) or more unexcused absences from any mandatory seminar, meeting or conference;

23. If Franchisee performs the Approved Services in the Territory of another System franchisee in a manner not authorized by this Agreement and without Franchisor's written approval and that other franchisee's express prior written approval, and Franchisee does not pay the other System franchisee, after 10 days' notice, the full amount received for the work performed in its Territory; or

24. If Franchisee, on three (3) or more occasions, fails to comply with the standards and specifications set forth in the Manuals during any eighteen (18) month period, or alternatively, if Franchisee receives two (2) or more notices to cure the same or similar defaults within any twelve (12) month period, whether or not these failures were timely cured.

C. **Termination upon Notice and 30 Days' Cure**. Except for those defaults set forth in Sections 15(A)-(B) of this Agreement, Franchisor may terminate this Agreement upon notice to Franchisee in the event Franchisee: (i) breaches or violates any other covenant, obligation, term, condition, warranty, or certification under this Agreement, including Franchisee's failure to comply with any of Franchisor's other System standards and specifications in the operation of the Franchised Business as set forth in the Manuals; and (ii) fails to cure such breach or violation within thirty (30) days of the date Franchisee is provided with notice thereof by Franchisor.

D. **Loss of Territory**. Notwithstanding the foregoing, and in addition to its rights under Sections 15(A), 15(B) and 15(C) herein, Franchisor may, in its sole discretion and as an alternative to terminating this Agreement, elect to reduce the size of Franchisee's Territory and own and operate, or license another to operate, additional Franchised Businesses in the Territory. In

the event Franchisor elects to reduce Franchisee's Territory and/or terminate Franchisee's protected Territory rights therein, Franchisor will provide Franchisee with written notice thereof. Upon receipt of such notice, Franchisee will have ten (10) calendar days to execute an addendum to this Agreement detailing the revised boundaries of the Territory and/or termination of protective Territory rights therein. If Franchisee does not execute this Addendum with the prescribed time period, then Franchisor may, at its option, immediately terminate this Agreement upon notice to Franchisee.

E. **Step-In Rights**. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights hereunder, if this Agreement is subject to termination due to Franchisee's failure to cure any default within the applicable time period (if any), then Franchisor has the right, but not the obligation, to enter the Premises and exercise complete authority with respect to the operation of the Franchised Business until such time that Franchisor determines, in its reasonable discretion, that the default(s) at issue have been cured and that Franchisee is otherwise in compliance with the terms of this Agreement. In the event Franchisor exercises these "step-in rights," Franchisee must (a) pay Franchisor a management fee amounting to twenty percent (20%) of the Gross Sales of the Franchised Business during the time period that Franchisor's representatives are operating the Franchised Business (the "Management Fee"), and (b) reimburse Franchisor for all reasonable costs and overhead that Franchisor incurs in connection with its operation of the Franchised Business, including without limitation, costs of personnel supervising and staffing the Franchised Business and any travel, lodging and meal expenses. If Franchisor undertakes to operate the Franchised Business pursuant to this Section, Franchisee must indemnify, defend and hold Franchisor (and its representatives and employees) harmless from and against any Claims that may arise out of Franchisor's operation of the Franchised Business.

16. POST-TERM OBLIGATIONS

Upon the expiration or termination of this Agreement, Franchisee shall immediately:

A. **Cease Ownership and Operation of Franchised Business; Cease Affiliate with Franchisor and Brand Generally**. Cease to be a franchise owner of Franchised Business under this Agreement and cease to operate the former Franchised Business under the System. If this Agreement is terminated for cause by Franchisor, then Franchisee shall not thereafter directly or indirectly represent to the public that the former Franchised Business is or was operated or in any way connected with the System or hold itself out as a present or former franchise owner of a Franchised Business (unless Franchisor agrees otherwise in writing);

B. **Return Manuals and Confidential Information**. Return to Franchisor the Manuals and all trade secrets, Confidential Information (including all Client lists and Approved Services agreements) and other confidential materials, equipment, software and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;

C. **Assignment of Approved Services Contracts, Telephone/Facsimile Numbers, Domain Names and Social Media Accounts**. Take such action that Franchisor may designate to: (i) provide and assign to Franchisor the then-current and up-to-date (a) Client and property lists, and (b) any Approved Services contracts and other agreements between Clients and the former Franchised Business; and (ii) transfer, disconnect, forward, or assign all telephone/facsimile numbers, domain names and social media accounts used in connection with the former Franchised Business, as well as any telephone directory references, advertisements, and all trade and similar name registrations and business licenses to

Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form Conditional Assignment of Telephone/Facsimile Numbers and Domain Names attached to this Agreement as Exhibit F.

D. **Cease Using Proprietary Marks**. Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest, and cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System.

1. Remove all trade dress, then Franchisee must remove physical characteristics, color combinations, and other indications of operation under the System from the Premises and from the Approved Vehicles (and provide documentation thereof to Franchisor as set forth in Section 16(H) below).

2. Upon Franchisor's request, Franchisee must provide all materials bearing the Proprietary Marks to Franchisor upon expiration or termination of this Agreement for any reason, without cost to Franchisor; and

E. **Compliance with Post-Term Covenants**. Comply with the post-term covenants not to compete and other restrictive covenants set forth in Section 14 of this Agreement;

F. **De-Identification**. Remove all trade dress from the Approved Vehicles and/or paint the Approved Vehicles black.

G. **Payment of Amounts Due**. Pay Franchisor, as well as each of Franchisor's Approved Suppliers, any and all amounts owed under this Agreement or otherwise in connection with the former Franchised Business within 10 days of the termination or expiration date.

H. **Written Evidence of Compliance**. Provide Franchisor with written evidence that they have complied with the post-term obligations, within thirty (30) days' notice of termination or scheduled expiration of the Franchised Business; and

I. **Purchase of Assets**. Franchisor shall have the option, but not the obligation, within thirty (30) days after the date of termination, expiration, and non-renewal of this Agreement to purchase any and all of Franchisee's operating assets from the Franchised Business at a purchase price mutually agreed upon by Franchisor and Franchisee. If Franchisor elects this option, Franchisor will deliver written notice to Franchisee. Franchisor will have the right to inspect equipment at any time during this thirty (30) day period. If Franchisor elects to purchase equipment as part of the asset purchase, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to compliance with law, the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances).

J. **Disconnection of Telephone Number on Termination/Renewal**. Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Agreement, Franchisee continues to use advertisements and/or (i) the telephone number listed in the telephone directory under any name associated with Proprietary Marks or any name similar thereto; or (ii) any telephone number that was used to carry out the purpose of the Franchised Business and facilitate the provision of the Approved Services. Thus, effective upon the termination or expiration and non-renewal of this Agreement, Franchisee agrees to direct the telephone company servicing Franchisee, per

Franchisor's request, to disconnect the telephone number used in connection with the Franchised Business or transfer such number to Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.

17. TAXES AND INDEBTEDNESS

A. **Taxes**. Franchisee must promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.

B. **Debts and Obligations**. Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

18. WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT

A. **Franchisor's Approval**. Whenever this Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed as a disapproval of any such request.

B. **No Waiver**. No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Agreement.

C. **Terms of Other Franchise Agreements**. No warranty or representation is made by the Franchisor that all franchise agreements heretofore or hereafter issued by Franchisor in connection with a Franchised Business do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner.

D. **Modification of System and Manuals**. Except as provided in Section 22 and Franchisor's right to unilaterally modify the System and Manuals, no amendment, change, or variance

from this Agreement shall be binding upon either Franchisor or Franchisee unless set forth in writing and signed by both parties.

E. **No Disclaimers of Franchise Disclosure Document**. Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor has made in the franchise disclosure document.

19. ENFORCEMENT

A. **Injunctive Relief**. The Franchisor or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance in order to enforce the provisions of this Agreement relating to Franchisee's use of the Proprietary Marks, the obligations of Franchisee upon termination or expiration of this Agreement, and assignment of the franchise and ownership interests in Franchisee or in order to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of businesses operated under the System, which constitutes a danger to other franchise owners, employees, customers, or the public or which may impair the goodwill associated with the Proprietary Marks.

B. **No Withholding of Payments**. Franchisee agrees and acknowledges that it may not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.

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

20. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices must be provided to each party at the respective addresses set forth below:

To Franchisor

Let's Get Moving USA, LLC
Attn: Kelvin Anil
945 Wilson Avenue #7
North York, ON, Canada
M3K 1E8

With a copy to:

Fisher Zucker, LLC
Attn: Daniel Nussbaum, Esq.
21 South 21st Street
Philadelphia, PA 19103

To Franchisee: _____

_____

_____

Any notice complying with the provisions hereof will be deemed delivered at the earlier of: (i) three (3) days after mailing; or (ii) the actual date of delivery or receipt (as evidenced by the courier). Each party shall have the right to designate any other address for such notices by providing the other party(ies) with written notice thereof at the addresses above, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address.

21. GOVERNING LAW AND DISPUTE RESOLUTION

A. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (or, if Franchisor moves its principal business address, the state in which Franchisor's then-current principal business address is located), without reference to that state's conflict of laws principles.

B. **Internal Dispute Resolution**. Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's Chief Executive Officer, after providing notice as set forth in Section 21(G) of this Agreement and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

C. **Mediation**. At Franchisor's option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 21(B) above, will be submitted first to mediation to take place at or around Franchisor's then-current headquarters, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 21(C) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of

Franchisee's payment obligations under this Agreement.

D. **Injunctive Relief**. Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise System or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.

E. **Venue**. Subject to Sections 21(C) and 21(D) above, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to Franchisor's then-current principal business address, currently in Dover, Delaware or, if appropriate, the United States District Court for the District of Delaware (or, if Franchisor moves its principal business address, to the state or federal court closest to Franchisor's then-current principal business address). Franchisee acknowledges that Franchisee is to receive valuable and continuing services emanating from Franchisor's principal business address in Delaware, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts in Delaware, or if applicable, to the state and federal courts closest to Franchisor's then-current principal business address as set forth in this Section.

F. **Third Party Beneficiaries**. Franchisor's officers, directors, shareholders, owners, members, managers, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

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

H. **No Withholding of Payments**. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

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

hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

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

K. **WAIVER OF JURY TRIAL**. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

L. **WAIVER OF CLASS ACTIONS**. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

22. SEVERABILITY AND CONSTRUCTION

A. Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or

provision of this Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.

B. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.

C. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each Section of this Agreement shall be construed independently of any other Section or provision of this Agreement.

23. ACKNOWLEDGMENTS

A. Franchisee acknowledges that it received a complete copy of this Agreement for a period not less than fourteen (14) calendar days, during which time conducted an independent investigation of the business licensed hereunder to the extent of Franchisee's desire to do so. Franchisee recognizes and acknowledges that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of the Franchisee as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, that Franchisee will be successful in this venture or that the business will attain any level of sales volume, profits, or success. Franchisee acknowledges that this Agreement, the franchise disclosure document ("FDD"), and the exhibits hereto constitutes the entire Agreement of the parties. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter.

B. Franchisee agrees and acknowledges that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee for any reason. This is an important part of this Agreement. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

[The remainder of this page is intentionally left blank.
Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.

FRANCHISEE:	**FRANCHISOR:** **LET'S GET MOVING USA, LLC**
By:_____	**By:**_____
Print Name:_____	**Print Name:**_____
Title:_____	**Title:**_____

Partner's Signature:

By:_____

Print Name:_____

Title:_____

EXHIBIT A TO THE FRANCHISE AGREEMENT

DATA SHEET AND STATEMENT OF OWNERSHIP

1. INITIAL FRANCHISE FEE

_____

2. SITE SELECTION AREA

Pursuant to Section 5(E) of the Franchise Agreement, Franchisee must locate and secure a Premises for the office space within the following Site Selection Area:

_____

3. PREMISES

Pursuant to Section 5(E) of the Franchise Agreement, the Approved Location shall be located at the following approved Premises (complete if approved prior to executing the Franchise Agreement, otherwise leave blank):

_____

4. TERRITORY

Pursuant to Section 2(B) of the Franchise Agreement, Franchisee's Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

_____

5. Franchisee Contact Person. The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business:

Name: _____

Telephone No.: _____

E-mail Address: _____

6. Statement of Ownership. If Franchisee is a corporation, limited liability company, partnership or other business entity, the undersigned agree and acknowledge that the following is a complete list of all of the shareholders, members, or partners of Franchisee and the percentage interest of each individual:

Name	Position/Title	Interest (%)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

THE PARTIES SIGNING THIS DATA SHEET BELOW AGREE AND ACKNOWLEDGE THAT THIS DATA SHEET, BY ITSELF, DOES NOT CONSTITUTE A FRANCHISE AGREEMENT OR OTHERWISE CONFER ANY FRANCHISE RIGHTS UPON FRANCHISEE. THIS DATA SHEET PROVIDES CERTAIN DEAL-SPECIFIC INFORMATION IN CONNECTION WITH THE FRANCHISE THAT IS GOVERNED BY THE FRANCHISE AGREEMENT TO WHICH THIS DATA SHEET IS AN EXHIBIT.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THE FOREGOING FRANCHISE AGREEMENT MUST BE EXECUTED PRIOR TO OR CONTEMPORANEOUS WITH THIS DATA SHEET FOR ANY RIGHTS TO BE CONFERRED.

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit to the Franchise Agreement on this____day of_____, 20___.

FRANCHISEE
[INSERT FRANCHISEE]

By:_____

Name:_____

Title:_____

FRANCHISOR

LET'S GET MOVING USA, LLC

By:_____

Name:_____

Title:_____

EXHIBIT B TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, THEN EACH INDIVIDUAL/ENTITY WITH AN OWNERSHIP INTEREST IN FRANCHISEE (PRINCIPALS/MEMBERS/SHAREHOLDERS/MANAGERS/PARTNERS/ ETC.) AND THEIR RESPECTIVE SPOUSES MUST EXECUTE THIS FORM OF PERSONAL GUARANTY. IF FRANCHISEE IS AN INDIVIDUAL AND FRANCHISEE'S SPOUSE HAS NOT SIGNED THE FRANCHISE AGREEMENT DIRECTLY, THEN FRANCHISEE'S SPOUSE MUST EXECUTE THIS FORM OF PERSONAL GUARANTY.

ARTICLE I PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent to Let's Get Moving USA, LLC (the "Franchisor") that you are all the owners/principals/members/shareholders/ managers/partners, as applicable, of the business entity named _____(the "Franchisee"), as well as their respective spouses, as of the date this Personal Guaranty (the "Personal Guaranty" or "Guaranty") is executed.

In consideration of the grant by Franchisor to the Franchisee as herein provided, each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation: (i) any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement; (ii) the prohibition of any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer as set forth in the Franchise Agreement; (iii) those obligations related to confidentiality, non-disclosure and indemnification; and (iv) the in-term and post-term covenants against competition, as well as all other restrictive covenants set forth in the Franchise Agreement.

ARTICLE II
CONFIDENTIALITY

During the initial and any renewal terms of the Franchise Agreement and this Guaranty, you will receive information, which Franchisor considers to be Confidential Information, trade secrets and/or confidential information, including without limitation: (i) site-selection criteria; (ii) methods, techniques and trade secrets for use in connection with the proprietary business operating system that Franchisor and its affiliates have developed (the "System") for the establishment and operation of a franchised business (each, an "Franchised Business"); (iii) marketing research and promotional, marketing and advertising programs for the Franchised Business; (iv) knowledge of specification for and suppliers of, certain products, fixtures, furnishings, equipment and inventory used at the Franchised Business (v) knowledge of the operating results and financial performance of other Franchised Businesses; (vi) customer communication and retention programs, along with data used or generated in connection with those programs; (vii) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; (viii) information regarding the development of Franchisor's proprietary marks (the "Proprietary Marks"); (ix) information generated by, or used or developed in, an Franchised Business's operation, including client names, or contracts of any kind, addresses, telephone numbers and related information and any other information contained in the Franchised Business's computer system or proprietary software system; (x) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; (xi) as well as any other proprietary information or confidential information that is provided to

Franchisee by Franchisor during the term of the Franchise Agreement (collectively, "Confidential Information"). You shall not, during the term of this Agreement or anytime thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: Franchisor's copyrighted materials; price marketing mixes related to the Approved Services and Products (as defined in the Franchise Agreement); standards and specifications for providing the Approved Services and Products and other merchandise or services offered or authorized for sale by System franchisees; methods and other techniques and know-how concerning the of operation of the Franchised Business, which may be communicated to you or of which you may become apprised by virtue of your role as a guarantor of the Franchisee's obligations under the Franchise Agreement. You also acknowledge and agree that the following also constitutes "Confidential Information" under this Section: (i) former, current and prospective client information, including customer names and addresses, contracts/agreements (collectively "Client Information"), and (ii) sources and pricing matrices of any approved or designated suppliers; and (iii) any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential.

ARTICLE III NON-COMPETITION

You acknowledge that as a participant in the Franchisor's System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, you agree as follows:

1. **During the Term of the Franchise Agreement and this Guaranty.** During the term of the Franchise Agreement and this Personal Guaranty, each of the undersigned may not, directly or in- directly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1.1. Own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money, lease space or extend credit to (or otherwise have any interest in or involvement with), any other business that (a) offers, sells or provides any of the Approved Services (including but not limited to local, long-distance, commercial and international moving services, packing and unpacking services, storage solution services, assembly services, and junk removal services) that are offered or provided by the Franchised Business and/or other System franchises (each, a "Competing Business"), or (b) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business; provided, however, that this Section does not apply to your operation of another Franchised Business pursuant to a valid franchise agreement with Franchisor, or your ownership of less than two percent (2%) of the interests in a publicly traded company; or

1.2. Divert or attempt to divert business or customers of any Franchisee-owned Franchised Businesses 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 Proprietary Marks or the System.

2. After the Term of the Franchise Agreement and this Guaranty.

2.1 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date the Franchise Agreement is terminated or expires.

2.2 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

2.2.1 Own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with any other Competing Business:

(i) within the Territory;
(ii) within a twenty-five (25) mile radius of the Territory;
(iii) within a twenty-five (25) mile radius of any Franchised Business that is open or under development as of the date the Franchise Agreement expires and/or is terminated; or
(iv) within a twenty-five (25) mile radius of any other designated territory that has been granted by Franchisor or its affiliates in connection with a Franchised Business as of the date the Franchise Agreement expires and/or is terminated, regardless of whether a Franchised Business is open and operating in that designated territory; or

2.2.2 Solicit business from Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose.

3. **Intent and Enforcement**. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV
DISPUTE RESOLUTION

1. **Acknowledgment**. You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's Proprietary Marks or its System.

2. **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of Delaware, or, if the Franchisor moves its principal business address, of the State in which Franchisor's then-current principal business address is located.

3. **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty to Franchisor's Chief Executive Officer and/or President. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Agreement.

4. **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor or its affiliates arising out of, or in any way relating to, the Franchise Agreement, this Guaranty or any other agreement

by and between the parties or their respective affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure set forth above, must be submitted first to mediation, at or around Franchisor's then-current headquarters, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor that specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elect to exercise our option to submit such claim or dispute to mediation. You may not commence any arbitration proceeding or other action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor may specifically enforce our mediation rights under this Section. Each party shall bear its own cost of mediation, except that you and Franchisor shall share the mediator's fees and costs equally. This agreement to mediate at Franchisor's option shall survive any termination or expiration of the Franchise Agreement and this Guaranty.

4.1. *Excepted Claims.* The parties agree that mediation shall not be required with respect to any claim or dispute involving: (i) any of your payment obligations that are past due; (ii) the actual or threatened disclosure or misuse of Franchisor's Confidential Information; (iii) the actual or threatened violation of Franchisor's rights in, or misuse of, the Proprietary Marks, System or other trade secrets; (iv) any of the restrictive covenants contained in the Franchise Agreement or this Guaranty; or (v) any claims arising out of or related to fraud or misrepresentation by you, or your insolvency (collectively, the "Excepted Claims").

5. **Jurisdiction and Venue**. Subject to Sections 3 and 4 above, the parties agree that any action at law or in equity instituted against either party to this Agreement must be commenced and litigated to conclusion (unless settled) only in any court of competent jurisdiction located closest to Franchisor's then-current principal business address (currently in Dover, Delaware) or, if appropriate, the United States District Court for the District of Delaware (or, if Franchisor moves its principal business address, to the state and federal courts closest to Franchisor's then-current principal business address). The undersigned hereby irrevocably consent to the jurisdiction of these courts.

6. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by you.

7. **Right to Injunctive Relief.** Nothing contained in this Guaranty will prevent Franchisor from applying to or obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or arbitration proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or arbitration proceeding conducted hereunder. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance.

8. JURY TRIAL AND CLASS ACTION WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S

GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES/AGENTS/REPRESENTATIVES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

9. **Limitation of Action.** You further agree that no cause of action arising out of or under this Guaranty may be maintained by you unless brought before the expiration of one year after the act, transaction or occurrence upon which such action is based or the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

10. **Punitive Damages.** You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that your recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

11. **Costs and Attorneys' Fees.** Whether or not formal legal proceedings are initiated, in the event Franchisor incurs any legal fees or other costs associated with enforcing the terms of this Guaranty or the Franchise Agreement against you, then Franchisor will be entitled to recover from you all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Guaranty or the Franchise Agreement.

12. **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by us respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be cumulative. Your election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13. **No Personal Liability.** You agree that fulfillment of any and all of Franchisor's obligations written in the Franchise Agreement or this Guaranty or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor's sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to you for any reason. This is an important part of this Guaranty. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty. Do not sign this Agreement if there is any question concerning its contents or any representations made.

14. **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

15. **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred

to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

16. **Successors.** References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

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

PERSONAL GUARANTORS

_____ _____

Print Name:_____ Spouse Name:_____

Date:_____ Date:_____

EXHIBIT C TO THE FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made, entered into and effective on this ___day of_____, 20_Effective Date,") by and between: (i) Let's Get Moving USA, LLC, a Delaware limited liability company with its principal place of business at 945 Wilson Avenue #7, North York, ON Canada M3K 1E8 (the "Franchisor"); and (ii)_____, a (resident of) (corporation organized in) (limited liability company organized in) _____ with a business address at_____(the "Franchisee").

BACKGROUND INFORMATION

The Franchisor entered into a certain Franchise Agreement (the "Franchise Agreement") dated as of _____, 20___with the Franchisee, pursuant to which the Franchisee plans to own and operate a franchised business (the "Franchised Business") located at _____ (the "Site"). In addition, pursuant to that certain Lease Agreement (the "Lease"), the Franchisee has leased or will lease certain space containing the Franchised Business described therein from_____ _____(the "Lessor"). The Franchise Agreement requires the Franchisee to deliver this Assignment to the Franchisor as a condition to the grant of a franchise.

OPERATIVE TERMS

The Franchisor and the Franchisee agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information set forth above.

2. **Incorporation of Terms**: Terms not otherwise defined in this Assignment have the meanings as defined in the Franchise Agreement.

3. **Indemnification of Franchisor**: Franchisee agrees to indemnify and hold Franchisor and its affiliates, stockholders, directors, officers, principals, franchisees/licensees and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, Franchisee's breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

4. **Conditional Assignment**: Franchisee hereby grants to the Franchisor a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Site and the franchise relating to the Franchised Business, and all of the Franchisee's rights, title and interest in and to the Lease as conditional for the payment of any obligation, liability or other amount owed by the Franchisee or its affiliates to the Lessor arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by Franchisee under the terms of the Lease, or, in the event Franchisor makes any payment to the Lessor as a result of the Franchisee's breach of the Lease, then such payment by the Franchisor, or such breach or default by the Franchisee, shall at Franchisor's option be deemed to be an immediate default under the Franchise Agreement, and the Franchisor shall be entitled to the possession of the Site and to all of the rights, title and interest of the Franchisee in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any other rights or remedies of the Franchisor under any other agreements or under other applicable laws or equities. This Assignment shall constitute a lien on the interest of the Franchisee in and to the Lease until satisfaction in full of all amounts

owed by the Franchisee to the Franchisor. In addition, the rights of the Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of the Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. **No Subordination**: Franchisee shall not permit the Lease to become subordinate to any lien without first obtaining Franchisor's written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for the operations of Franchisee on the Site and the agreements and other instruments referenced herein. The Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of the Franchisor. Any attempt at termination, modification or amendment of any of the terms of the Lease without such written consent is null and void.

6. **Exercise of Remedies**: In any case of default by the Franchisee under the terms of the Lease or under the Franchise Agreement, Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

a) to take possession of the Site, or any part thereof, personally, or by its agents or attorneys;

b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;

c) to exclude the Franchisee, its agents or employees from the Site;

d) as attorney-in-fact for the Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control the Franchised Business and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to the Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

e) to cancel or terminate any unauthorized agreements or subleases entered into by the Franchisee, for any cause or ground which would entitle the Franchisor to cancel the same;

f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious, in the sole discretion of the Franchisor; and

g) to insure and reinsure the same for all risks incidental to the Franchisor's possession, operation and management thereof; and/or

h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of the Franchisee's rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of Franchisee defaults under the Lease and fails to cure said default within the applicable cure period (if any).

The parties agree and acknowledge that Franchisor is not required to assume the Lease, take possession of the Site or otherwise exercise of its other rights described in this Assignment. In the event Franchisor elects to exercise its right to assume the Lease and/or take possession of the Site, it will provide written notice to Franchisee in writing and undertake the other necessary actions at issue. Nothing in this Assignment may be construed to impose an affirmative obligation on the part of Franchisor to exercise any

of the rights set forth herein.

7. **Power of Attorney**: Franchisee does hereby appoint irrevocably Franchisor as its true and lawful attorney-in-fact in its name and stead and hereby authorizes it, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as the Franchisor would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon the Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

8. **Election of Remedies**: It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to the Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to the Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by the Franchisor or any of the rights hereunder will cure, waiver or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by the Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by the Franchisor of any such rights and remedies shall be construed as a waiver by the Franchisor of any future rights and remedies. Franchisor is not required to exercise any of its rights set forth in Section 6 hereof but shall have the irrevocable right to do so.

9. **Binding Agreements**: This Assignment and all provisions hereof shall be binding upon the Franchisor and the Franchisee, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

10. **Assignment to Control**. This Assignment governs and controls over any conflicting provisions in the Lease.

11. **Attorneys' Fees, Etc.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing party.

12. **Severability**. If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

FRANCHISEE:	**FRANCHISOR:** **LET'S GET MOVING USA, LLC**
By:_____	**By:**_____
Print Name:_____	**Print Name:**_____
Title:_____	**Title:**_____

The Lessor hereby consents, agrees with, approves of and joins in with this COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE.

LESSOR

_____

By:_____
Name:_____
Title:_____
Date:_____

EXHIBIT D TO THE FRANCHISE AGREEMENT

EFT AUTHORIZATION FORM

Bank Name: _____

Routing#: _____

Account #: _____

Account Name: _____

Effective as of the date of the signature below, _____(the "Franchisee") hereby authorizes LET'S GET MOVING USA, LLC (the "Company") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing the Franchisor or its affiliates under the franchise agreement dated_____(the "Franchise Agreement") for the franchised business located at: _____ (the "Franchised Business"): (i) all Royalty Fees; (ii) Fund Contributions (if a Fund is established); (iii) any amounts due and owing the Franchisor or its affiliates in connection with technology, marketing materials or other supplies or inventory that is provided by the Franchisor or its affiliates; (iv) Call Center Fees; and (v) all other fees and amounts due and owing to the Franchisor or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Franchisor (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as the Franchisor shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by the Franchisor. [**Franchisee]** shall provide the Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:
FRANCHISEE:

By:_____

Name:_____

Title:_____

FRANCHISOR:
LET'S GET MOVING USA, LLC

By:_____

Name:_____

Title:_____

Please attach a voided blank check for verification of the Bank and Transit Numbers.

EXHIBIT E TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for Designated Managers and other management personnel, as well as any officers, directors, spouses or owners of the Franchisee that did not sign the full Personal Guaranty)

In consideration of my being _____ of _____ _____(the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from LET'S GET MOVING USA, LLC ("Franchisor") to: (i) establish and operate a franchised business (the "Franchised Business"); and (ii) use in the operation of the Franchised Business the Franchisor's trade names, trademarks and service marks (collectively, the "Proprietary Marks") and the Franchisor's unique and distinctive format and system relating to the establishment and operation of Franchised Business businesses (the "System"), as they may be changed, improved and further developed from time to time in the Franchisor's sole discretion.

1. The Franchisor possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Franchisor's proprietary and confidential Manuals and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the "Manuals"); Franchisor's proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials, trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business and other Franchised Businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods and know-how related to the operation of Franchised Business or otherwise used in connection with the System, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how (collectively, the "Confidential Information").

2. Any other information, knowledge, know-how, and techniques which the Franchisor specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. As _____of the Franchisee, the Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manuals, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and acknowledge that the use or duplication of the Confidential Information, in whole or in part, for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Franchisor as confidential. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. I will surrender any material containing some or all of the Confidential Information to the

Franchisor, upon request, or upon conclusion of the use for which the information or material may have been furnished.

7. Except as otherwise approved in writing by the Franchisor, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business that: (i) offers, sells or provides any of the Approved Services (including but not limited to local, long-distance, commercial and international moving services, packing and unpacking services, storage solution services, assembly services, and junk removal services) that are offered or provided by the Franchised Business and/or other System franchises (a "Competing Business"); or (ii) grants or has granted franchises or licenses, or establishes or has established joint ventures, for one or more Competing Businesses. I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers of the Franchisee for any competitive business purpose.

7.1 *Post-Term Restrictive Covenant for Designated Manager of Franchised Business or Manager/Officers/Directors of Franchisee*. In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two years after the expiration or termination of my employment with Franchisee for any reason:

(i) within the territory defined below or in an attachment to this Exhibit (the "Territory");
(ii) within a twenty-five (25) mile radius of the Territory;
(iii) within a twenty-five (25) mile radius of any Franchised Business that is open or under development as of the date the Franchise Agreement expires and/or is terminated; or
(iv) within a twenty-five (25) mile radius of any other designated territory that has been granted by Franchisor or its affiliates in connection with a Franchised Business as of the date the Franchise Agreement expires and/or is terminated, regardless of whether a Franchised Business is open and operating in that designated territory; or

I further agree that I will not solicit business from Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location, or undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers of Franchisee for any competitive business purpose, during this two (2) year period following the termination or expiration of my employment with the Franchisee.

8. I 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 Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which the Franchisor is a party, I 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 Agreement.

9. I understand and acknowledge that the Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely

and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Franchisor may apply for the issuance of a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. I agree to pay the Franchisee and the Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Franchisor, any claim I have against the Franchisee or the Franchisor is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

11. I shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.

12. Franchisee shall make all commercially reasonable efforts to ensure that I act as required by this Agreement.

13. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by me shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by me.

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **[INSERT STATE WHERE FRANCHISEE IS LOCATED]** AND I HEREBY IRREVOCABLY SUBMIT MYSELF TO THE JURISDICTION OF THE STATE COURT CLOSEST TO THE PREMISES OF THE FRANCHISED BUSINESS OR, IF APPROPRIATE, THE FEDERAL COURT CLOSED TO SUCH PREMISES. I HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. I HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ME IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY **[INSERT STATE]** OR FEDERAL LAW. I FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

15. The parties acknowledge and agree that each of the covenants contained in this Agreement are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. 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 Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any un-appealed final decision to which Franchisor is a part, I expressly agree to be bound by any lesser covenant subsumed within the terms of the covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

16. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.

17. All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or electronic mail, (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective party at the following address unless and until a different address has been designated by written notice.

For notices to Franchisor, the notice shall be addressed to:

Let's Get Moving USA, LLC
Attn: Kelvin Anil
945 Wilson Avenue #7
North York, ON Canada M3K 1E8

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and any holiday that the U.S. Postal Service is closed.

18. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective parent, successor and assigns.

IN WITNESS WHEREOF, this Agreement is made and entered into by the undersigned parties as of the Effective Date.

UNDERSIGNED:

By:_____

Name:_____

Date:_____

Email: _____

Address:_____

ACKNOWLEDGED BY FRANCHISEE:

By:_____

Name:_____

Title:_____

EXHIBIT F TO THE FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS

1. _____, doing business as _____ (the "Assignor"), in exchange for valuable consideration provided by LET'S GET MOVING USA, LLC (the "Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, as well as any listings associated therewith, utilized by Assignor in the operation of its franchised business (collectively, the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____

Facsimile Number(s): _____

The conditional agreement will become effective automatically upon termination, expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

2. Assignor agrees to pay the telephone company, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company or domain name registrar to effectuate this agreement, and agrees to fully cooperate with the telephone company, as well as the Assignee, in effectuating this assignment.

ASSIGNOR

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNEE:

LET'S GET MOVING USA, LLC

By: _____
Print Name: _____
Title: _____

EXHIBIT G TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU RESIDE, OR INTEND TO OPERATE THE FRANCHISED BUSINESS, IN ONE OR MORE OF THE FOLLOWING STATES : CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

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

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee(s) or representative(s) of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement or Development Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

   Yes_____No _____

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

   Yes_____No _____

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

   Yes_____No _____

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

_____
_____
_____
_____

4. Have you received and personally reviewed the Franchisor's Franchise Disclosure Document ("**FDD**") that was provided to you?

   Yes_____No _____

5. Did you sign a receipt for the FDD indicating the date you received it?

   Yes_____No _____

6. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

   Yes_____No _____

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

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

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

   Yes_____No _____

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

   Yes_____No _____

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

   Yes_____No _____

9. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the FDD?

   Yes_____No _____

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

Yes_____No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the FDD?

Yes_____No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the FDD?

Yes_____No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes_____No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD, Franchise Agreement, and/or Development Agreement?

Yes_____No _____

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

Yes_____No _____

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

Yes_____No _____

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

If you have answered No to question 8, or Yes to any one of questions 9-16, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 8, and No to each of questions 9-16, please leave the following lines blank.

_____

_____

_____

_____

_____

I signed the Franchise Agreement and/or Development Agreement and Addendum (if any) on _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

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

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

B. You acknowledge receipt of the Franchisor's FDD. You acknowledge that you have had the opportunity to personally and carefully review these documents. Furthermore, you have been advised to seek professional assistance, to have professionals review the documents and to consult with other franchisees regarding the risks associated with the purchase of the franchise.

C. You acknowledge and agree that, if we recommend or give you information regarding a site for your Franchised Business, it is not a representation or warranty of any kind, express or implied, of the site's suitability for a Franchised Business or any other purpose. You further acknowledge that you have not relied on any advice, statement, promise or assurance or otherwise with respect to the suitability of the site for a Franchised Business. If you believe that such a statement, advice, promise or assurance has been made, please describe such statement, advice, promise or assurance in the space provided below or write "None."

_____

_____

_____

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

_____

_____

_____

E. You acknowledge that no statement, promise or assurance has been made to you by a Broker concerning the advertising, marketing, training, support services or assistance that we will furnish you that is contrary to, or different from, the information contained in the FDD. If you believe that such a statement, promise or assurance has been made, please describe such statement or promise in the space provided below or write "None".

_____

_____

_____

_____

F. You acknowledge that no other statement, promise or assurance has been made to you by a Broker concerning any other matter related to a Franchised Business that is contrary to, or different from, the information contained in the FDD. If you believe that such a statement, promise or assurance has been made, please describe such statement, promise or assurance in the space provided below or write "None".

_____

_____

_____

_____

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

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

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

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

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

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

Acknowledged this_____day of_____, 20_____.

Sign here if you are taking the franchise as an INDIVIDUAL	Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP
By:_____	By:_____
Name:_____	Name:_____
	Title:_____

EXHIBIT B TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

MULTI-TERRITORY ADDENDUM

MULTI-TERRITORY ADDENDUM TO FRANCHISE AGREEMENT

THIS MULTI-TERRITORY ADDENDUM TO FRANCHISE AGREEMENT (the "Addendum") is made and entered into on _____ (the "Effective Date") by and between: (i) Let's Get Moving USA, LLC, a Delaware limited liability company with a business address at 945 Wilson Avenue #7, North York, ON Canada M3K 1E8 ("Franchisor"); and (ii) _____, a _____ with its principal place of business at _____ (the "Franchisee").

BACKGROUND

A. Contemporaneous with the execution of this Addendum, Franchisee and Franchisor entered into a franchise agreement (the "Franchise Agreement") pursuant to which Franchisee obtained the right and undertook the obligation to operate a franchised business (the "Franchised Business") using Franchisor's proprietary marks (the "Proprietary Marks") within a defined geographical area as set forth more fully therein ("Territory").

B. Franchisee has requested the right to acquire one (1) or multiple geographical areas described in Schedule 1 to this Addendum (each, an "Additional Territory") wherein Franchisee will acquire the right and obligation to actively operate the Franchised Business and solicit prospective clientele.

C. Consistent with Franchisor's current franchise disclosure document ("FDD"), Franchisor is willing to award an Additional Territory or multiple Additional Territories to Franchisee, conditioned upon (i) Franchisee's entering into a separate Franchise Agreement for each Additional Territory in which it will operate pursuant to this Addendum, and (ii) the other terms and conditions set forth in this Addendum.

D. Franchisor and Franchisee now wish to memorialize the foregoing, subject to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Background; Definitions; Acknowledgement.**

a. The parties agree and acknowledge that the Background portion of this Addendum, including all definitions, agreements, acknowledgements, representations and other provisions set forth therein, is hereby incorporated by reference as if set forth in this Section.

b. For purposes of this Addendum, if a capitalized term in this Addendum is not specifically defined herein, that term will be given the same definition that the term is afforded in the Franchise Agreement, as applicable.

c. The parties agree and acknowledge that the term of this Addendum will expire at the same time as the Franchise Agreement.

2. **Development Fee.** Upon execution of this Addendum, Franchisee shall pay Franchisor a fee in the total amount of $_____(the "Development Fee") as consideration for Franchisor granting Franchisee the right to operate the Franchised Business(es) within the Additional Territory(ies). The Development Fee will be due and payable in a lump sum immediately upon execution of this Addendum. The parties agree and acknowledge that the fee described in this Section is deemed fully earned upon payment and

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is not refundable under any circumstances.

3. **Right to Operate within Additional Territory(ies).** Subject to (i) Franchisee's payment of the Development Fee, and (ii) Franchisee's and Franchisor's execution of a separate Franchise Agreement for each Additional Territory granted hereunder, Franchisee will have the right to operate the Franchised Business within the Additional Territories set forth and/or demarcated in Schedule 1 to this Addendum. Except as provided in this Addendum and/or Franchisor's then-current Manuals, Franchisee will have the right and obligation to commence operations of the Franchised Business within the Additional Territory(ies) detailed in Schedule 1: (i) immediately upon execution of this Addendum and all applicable Franchise Agreements if the Franchised Business has already commenced operations; or (ii) if the Franchised Business has not yet commenced operations as of the date this Addendum is signed, immediately upon Franchisee's (a) completion of all pre-opening obligations under the Franchise Agreements, and (b) the subsequent launch of the Franchised Business in accordance with the terms of said agreements.

4. **Initial Training Program Obligations.** The parties agree and acknowledge that: (i) Franchisee is only required to attend and complete Franchisor's Initial Training Program described more fully in the Franchise Agreement(s) once in connection with the Franchised Business governed by this Addendum; and (ii) Franchisor is not obligated to provide such Initial Training Program to Franchisee once Franchisee or its operating principal has completed such initial training. In the event Franchisee determines to utilize a Designated Manager in connection with the operation of the Franchised Business in any Territory, including any Additional Territory awarded hereunder, then Franchisee must ensure that said Designated Manager completes all required initial training prior to that individual undertaking any management responsibilities in connection with the operation of the Franchised Business. All other provisions regarding Franchisee's training obligations in the Franchise Agreement are hereby ratified and confirmed and shall apply to the Additional Territory(ies).

5. **Reporting Obligations.** Franchisee agrees and acknowledges that its operation of the Franchised Business within the Additional Territory(ies) granted hereunder will require Franchisee to report its Gross Sales and other client information in a manner that allows Franchisor to determine which Territory such Gross Sales and client project were generated/located, utilizing Franchisor's prescribed reporting forms and Required Software.

6. **Approved Vehicle(s) in Multiple Territories**. Notwithstanding anything to the contrary in either the Franchise Agreement(s) or this Addendum, Franchisee agrees and acknowledges that in the event Franchisee's number of jobs per truck equals or exceeds forty (40) per month for any three (3) months out of any rolling six (6) month period, regardless of the number of Territories in which Franchisee is operating or intends to operate the Franchised Business, Franchisee must purchase another truck to use as an Approved Vehicle for the Franchised Business.

7. **Transfer Fee.** Franchisor and Franchisee agree and acknowledge that if Franchisee wishes to sell or otherwise transfer its right to operate in the Territory or an Additional Territory that Franchisee will be required to pay the transfer fee of Fifteen Thousand Dollars ($15,000) (the "Transfer Fee") in connection with each Territory or Additional Territory it wishes to sell or transfer to a third party approved by Franchisor and according to the terms and conditions of the applicable Franchise Agreement.

8. **Renewal Fee.** Franchisor and Franchisee agree and acknowledge that if Franchisee wishes to renew its right to operate in the Territory or an Additional Territory that Franchisee will be required to pay the renewal fee of Ten Thousand Dollars ($10,000) (the "Renewal Fee") and meet all other renewal requirements in connection with each Territory or Additional Territory it wishes to renew in accordance with the terms of the applicable Franchise Agreement.

9. **Default / Termination with Regards to a Specific Territory.** In the event the terms and

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conditions of the Franchise Agreements or this Addendum are violated or breached via Franchisee's operations of the Franchised Business within a given Additional Territory but not in other Territories, Franchisor will have the option and right to terminate Franchisee's rights hereunder with respect to such Territory(ies) that is, or subsequently becomes, grounds for termination under these agreements in lieu of terminating the applicable Franchise Agreement and this Addendum in its entirety.

10. **Transfer.** Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Addendum in Franchisor's sole discretion. Franchisee may not transfer its rights under this Addendum without complying with all transfer terms and conditions set forth in the Franchise Agreement(s) generally. The parties further agree and acknowledge that Franchisor may disapprove of any rights awarded under this Addendum to any party that is not also acquiring the Franchised Business and rights under the Franchise Agreement(s).

11. **Governing Law.** Franchisor and Franchisee agree and acknowledge that the governing law provisions of the Franchise Agreement(s) shall also apply to this Addendum.

12. **Venue; Forum; Jurisdiction; Dispute Resolution.** Franchisor and Franchisee agree and acknowledge that the venue, forum, jurisdiction, dispute resolution and all other enforcement-related provisions of the Franchise Agreement(s) shall also apply to this Addendum.

13. **Ratification of Franchise Agreements.** Except as amended by this Addendum, any and all other terms and conditions set forth in the Franchise Agreement(s) are hereby ratified and confirmed as if fully restated herein.

14. **Entire Agreement.** The Franchise Agreement(s) and this Addendum constitute the entire, full, and complete agreement between the parties concerning the subject matter set forth herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement(s) and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum on the date and year first written above.

[The next page is the signature page]

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FRANCHISOR:

LET'S GET MOVING USA, LLC

By: _____

Date: _____

FRANCHISEE:

_____

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

GUARANTORS

[NAME]

_____
[Name], Individually

[NAME]

_____
[Name], Individually

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SCHEDULE 1

ADDITIONAL TERRITORY(IES)

Additional Territory No. 1	**Description or Map:**
Additional Territory No. 2	

EXHIBIT C TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT D TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

LET'S GET MOVING USA, LLC
FINANCIAL STATEMENT
JULY 27, 2023

LET'S GET MOVING USA, LLC.
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MONIS J. SIDDIQUI, CPA P.C.
Certified Public Accountant
917.309.5670

INDEPENDENT AUDITOR'S REPORT

To the Members of
Let's Get Moving, LLC.

Opinion

We have audited the financial statements of Let's Get Moving, LLC. which comprise the balance sheets as of July 27, 2023 (inception), and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Let's Get Moving, LLC. at July 27, 2023 (inception), in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

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

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

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

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

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

Monis Siddiqui, CPA P.C.
Bellerose, NY
August 1, 2023

PICKLR FRANCHISE, INC.
BALANCE SHEET
FOR THE PERIOD ENDED JULY 27, 2023

ASSETS

Current Assets	
Cash	**$ 50,000**

LIABILITITES AND MEMBERS' EQUITY

Liabilities	**$ —**
Members' Equity	**50,000**
Members' Equity & Liabilities	**$ 50,000**

See notes to financial statements

1. THE COMPANY

Let's Get Moving USA, LLC is a Delaware limited liability company formed in June 2023 to offer franchisees the opportunity to own and operate a stress-free moving entity utilizing the system created by Let's Get Moving.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

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

***Use of Estimates*-**The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Taxes on Income- The Company has elected to be taxed as a "C" corporation for federal and state income tax purposes. There is no tax liability as of July 27, 2023.

3. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through August 1, 2023, the date the financial statements were available to be issued.

EXHIBIT E TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California Department of Financial Protection and Innovation

TOLL FREE 1-(866) 275-2677

LA Office
320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500

Sacramento Office
2101 Arena Boulevard
Sacramento, CA 95834
(866) 275-2677

San Diego Office
1455 Frazee Road, Suite 315 San Diego, CA 92108 (619) 525-4233

San Francisco Office One Sansome St., #600 San Francisco, CA 94104 (415) 972-8559

Florida Department of Agricultural and Consumer Services
Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800
(904) 922-2770

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

Illinois Attorney General 500 South Second Street Springfield, IL 62706
(217) 782-4465

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-11
Indianapolis, IN 46204
(317) 232-6681

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

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

Michigan Department of the Attorney General
Consumer Protection Division
Attn: Franchise Section 525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117

Minnesota Department of Commerce 85 7th Place East, Suite 280
St. Paul, MN 55101-2198 (651) 539-1600

Nebraska Department of Banking and Finance 1200 North Street, Suite 311
P.O. Box 95006 Lincoln, NE 68509-5006 (402) 471-3445

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor New York, NY 10005
(212) 416-8236

North Dakota Securities Department State
Capital, 5th Floor
600 East Boulevard Avenue Bismarck,
ND 58505-0510
(701) 328-291

Oregon Department of Consumer and
Business Services
Division of Finance and Corporate Securities
labor and Industries 350 Winter Street, NE,
Room 410
Salem, OR 97310-3881
(503) 378-4140

Rhode Island Division Of Securities 233
Richmond Street, Suite 232
Providence, RI 02903-4232

Division of Insurance
Securities Regulation
124 S. Euclid, Ste 104 Pierre, SD
57501
(605) 773-3563

Statutory Document Section Texas
Secretary of State
P.O. Box 12887 Austin, TX
78711 (512) 475-1769

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804 (801) 530-
6601

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

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

Wisconsin Commissioner of Securities
345 W Washington Ave., 4th Floor
Madison, WI 53703
(608) 266-8550

EXHIBIT F TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

LIST OF AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

Mr. Kelvin Anil
Let's Get Moving USA, LLC
945 Wilson Avenue #7
North York, Ontario Canada M3K 1E8

California Commissioner of the Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Commissioner of Financial Protection
and Innovation One Sansome St., #600
San Francisco, California 94104
(415) 972-8559

Commissioner of Corporations of the Department of
Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, CA 95834

Commissioner of Securities of the State of HI
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
P.O. Box 30054
6546 Mercantile Way
Lansing, MI 48909

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

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

North Dakota Securities Commissioner
State Capitol – 5th Floor
600 E. Boulevard Avenue
Bismarck, ND 58505

Director of Rhode Island
Division of Securities
Suite 232
233 Richmond Street
Providence, RI 02903-4232

Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, SD 57501

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

Director, Department of Financial Institutions
Securities Division
150 Israel Road, Southwest
Olympia, WA 98501

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

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EXHIBIT G TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

CALIFORNIA ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND MULTI-TERRITORY ADDENDUM

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

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

California's Franchise Investment Law (Corporations Code 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.

The Franchise Agreement contains provisions requiring litigation with the costs being awarded to the prevailing party. The litigation will occur in Delaware. The Franchise Agreement requires mediation and/or binding arbitration, and provides for such mediation and/or binding arbitration to occur in Delaware. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Multi-Territory Addendum restricting venue to a forum outside the State of California.

The Franchise Agreement requires the application of the laws of the State of Delaware. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

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

The Franchise Agreement provides for termination upon bankruptcy. Any such 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 provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. The Franchise Agreement provides for liquidated damages. Such a provision may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

The Franchise Agreement contains a provision shortening the statute of limitations. This provision violates Corporations Code section 31512, since Corporations Code section 31303 provides a four-year statute of limitations and 31304 provides a two-year statute of limitations for claims under the California Franchise Investment Law. The Franchise Agreement is hereby amended to extend the statute of limitations per California Franchise Investment Law to provide for a four-year statute of limitations for claims arising under Corporations Code Section 31512 and for a two-year statute of limitations for claims arising under Corporations Code 31304.

The Franchise Agreement is hereby amended to state: No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

The Multi-Territory Addendum is hereby amended to state: No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

The Franchisee Disclosure Acknowledgement Statement in **Exhibit G** of the Franchise Agreement is hereby deleted and is not to be completed by a franchise applicant. Should a franchise applicant complete or answer the foregoing, the franchisor will disregard any responses as if they had not been submitted and will not rely on any such representations inferred from the franchise applicant's answer.

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

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.

MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND MULTI-TERRITORY ADDENDUM

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1.Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2.Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3.Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to mediation.

4.With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 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) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5.Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6.Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the provisions of the FDD and the Franchise Agreement which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

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

8.The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

9. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

10. Item 6 of the FDD and the applicable provision(s) of the Franchise Agreement are hereby amended to limit the Insufficient Funds Charge to $30 per occurrence pursuant to Minnesota Statute 604.113.

EXHIBIT H TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Franchisees with One or More Outlets Opened as of the Issue Date

None.

Franchisees with Franchise Agreements Signed but Outlet(s) Not Opened as of the Issue Date

None.

LIST OF FORMER FRANCHISEES

None.

EXHIBIT I TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Indiana, Illinois, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws if an effective date is noted below for the state:

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

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

EXHIBIT J TO
LET'S GET MOVING USA, LLC
FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT (OUR COPY)

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 Let's Get Moving USA, LLC offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 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. Michigan, Oregon, and Wisconsin require that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Let's Get Moving USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and your State Administrator listed in Exhibit E to this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed in Exhibit F.

I have received a Franchise Disclosure Document with an issue date of August 10, 2023, which contains the following Exhibits:

A: Franchise Agreement
B: Multi-Territory Addendum
C: Operations Manual Table of Contents
D: Financial Statements
E: List of State Administrators
F: List of Agents for Service of Process
G: State Specific Addenda
H: List of Franchises and Former Franchisees
I: State Effective Dates
J: Receipts

The franchisor is Let's Get Moving USA, LLC, located at 945 Wilson Avenue #7, North York, Ontario CN M3K 1E8. Its telephone number is (866) 309-1122. The franchise sellers are Kelvin Anil and Tiam Behdarvandan.

If an individual:

By:_____

Print Name: _____

Date:_____

Telephone Number: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name of Entity: _____

By:_____

Print Name: _____

Date: _____

You may return the signed receipt either by signing, dating and mailing it to Let's Get Moving USA, LLC at 945 Wilson Avenue #7, North York, Ontario CN M3K 1E8, or by emailing a PDF copy of the signed and dated receipt to Let's Get Moving at kelvin@letsgetmovingcanada.com.

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RECEIPT (YOUR COPY)

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 Let's Get Moving USA, LLC offers you a franchise, it must provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 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. Michigan, Oregon, and Wisconsin require that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Let's Get Moving USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and your State Administrator listed in Exhibit E to this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed in Exhibit F.

I have received a Franchise Disclosure Document with an issue date of August 10, 2023 which contains the following Exhibits:

A: Franchise Agreement
B: Multi-Territory Addendum
C: Operations Manual Table of Contents
D: Financial Statements
E: List of State Administrators
F: List of Agents for Service of Process
G: State Specific Addenda
H: List of Franchises and Former Franchisees
I: State Effective Dates
J: Receipts

The franchisor is Let's Get Moving USA, LLC, located at 945 Wilson Avenue #7, North York, Ontario CN M3K 1E8. Its telephone number is (866) 309-1122. The franchise sellers are Kelvin Anil and Tiam Behdarvandan.

If an individual:

By:_____

Print Name: _____

Date:_____

Telephone Number: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name of Entity: _____

By: _____

Print Name: _____

Date: _____

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