Franchise Disclosure Document
Mavrix Insurance Services, LLC
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www.Mavrixins.com

Thank you for your interest is Mavrix Insurance Services ("**Mavrix**"). As a franchisee you will have a license that will grant you access to Mavrix' full-service insurance brokerage infrastructure backed by Heffernan Insurance Brokers. This disclosure document (the "**Franchise Disclosure Document**") will set forth details as to how this license and cost-sharing program works.

The initial franchise fee is $30,000 per Franchisee, which covers onboarding, orientation, and access to our exclusive cost-sharing network. In addition, there is a recurring annual fee of $7,500 to maintain access to the tech platform, licensing compliance support, and servicing infrastructure (collectively, the "**Mavrix Platform**").

This Franchise Disclosure Document summarizes the certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least 14 Calendar days before you sign a binding agreement with, or make any payment to Mavrix. **Note: This Franchise Disclosure Document is accurate as of the Issuance Date; however, no governmental agency has verified the information contained in this document.**

You may wish to receive your Franchise Disclosure Document in another format more convenient for you. To discuss the availability of disclosure in different formats, contact Christian Torres at 1.925.393.7123 or ChristianT@Mavrixins.com.

The terms of your contract (the "**Mavrix Contract**") will legally govern your franchise cost-sharing relationship with Mavrix. Don't rely on the Franchise Disclosure Document alone to understand your legal position, rights and obligations under the Mavrix Contract. Read the entire Mavrix Contract carefully. In order to understand your legal and tax positions, we recommend that you share your Mavrix Contract and this Franchise Disclosure Document to an advisor, like a lawyer or accountant.

Buying a license for the use of the Mavrix Platform is a complex investment. The information in this Franchise Disclosure Document can help you make up your mind.

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

There may also be laws on acquiring a license granting you access to the Mavrix Platform in your state. Ask your state agencies about them.

Issuance Date: ____, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 will give you information about potential sales, costs, profits or losses and cost-sharing.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to Mavrix or at Mavrix' direction. Item 7 lists the initial investment to open your insurance business.
Does Mavrix have the financial ability to provide support to my business?	Item 19 includes financial performance representations and Exhibit A includes financial statements of Mavrix. Review statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 19 includes applicable performance reports.
Will my business be the only Mavrix Insurance business in my area?	Item 12 and the "territory" provisions in the Mavrix Contract describe whether other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you that Mavrix is a new licensing platform set up by Heffernan Insurance Brokers and the legal history of Heffernan Insurance Brokers. franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Mavrix franchisee?	Item 2 lists key members of the Mavrix team. You can contact them to ask about the franchisee experience.
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 Franchise Disclosure Document to better understand this franchise opportunity. Contents.

What You Need to Know About Franchising *Generally*

Losses and personal liability. You may have to pay profit-sharing payments, royalties on the license and other fees even if you are losing money.

Business model can change. Our business model is unique and may be updated from time to time in accordance with the terms of the Mavrix contract. These changes may change access to the Mavrix Platform or other aspects of the business model in order to continue to provide the best innovative Mavrix Platform.

Operating restrictions. The Mavrix Contract may prohibit you from operating an insurance sales 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.

Renewal. Under certain circumstances Mavrix may not permit you to renew on the same terms. Accordingly, you may have to sign a new Mavrix Contract with different terms and conditions in order to continue to operate your franchise business.

Supplier restrictions. You will be expected to access the Mavrix Platform, to the exclusion of other suppliers.

When your franchise ends. The Mavrix Contract may prohibit you from operating a similar business after the term of your franchise license ends or is terminated (even if you still have obligations to your landlord or other creditors.)

Some States Require Registration

Many states may have a franchise law, insurance regulations or other laws that require franchisors to register before offering or selling franchises or offering insurance services in the state. It should be noted that registration does not mean that the state recommends that franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments to be made to your Mavrix Contract. If so, you should check the State Specific Addenda. See Exhibit D for 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 MAVRIX CONTRACT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH THE FRANCHISOR BY MEDIATION AND/OR ARBITRATION ONLY IN CALIFORNIA. OUT-OF-STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES.IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE IN CALIFORNIA THAN IN YOUR OWN STATE.

2. **Spousal Liability.** If Franchisee is an individual, then your spouse must sign a document that makes your spouse liable for all financial obligations under the Mavrix Contract even though your spouse has no ownership interest in the franchise license. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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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Exhibits

CERTAIN STATES REQUIRE FRANCHISORS TO MAKE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS FRANCHISE DISCLOSURE DOCUMENT. THESE DISCLOSURES, IF ANY, ARE CONTAINED IN EXHIBIT B TO THIS FRANCHISE DISCLOSURE DOCUMENT.

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "we," "us" or "Mavrix" means Mavrix Insurance Services, LLC, the franchisor. "you" and "your" means the person who buys the franchise license. If your franchise license will be owned by a corporation or partnership or limited liability company, "you" and "your" also means the owners of the corporation or partners of the partnership or members and managers of the limited liability company and their spouses.

Mavrix is a California limited liability company which was formed on May 8, 2025. We maintain our principal place of business at 1350 Carlback Ave, STE 100 Walnut Creek, CA 94596. We do not do business under any name other than our limited liability company name.

Mavrix's agent for service of process is disclosed in Exhibit C. We have not offered franchises for business similar to the type offered in this Franchise Disclosure Document. We do not have any predecessors that have offered franchises. We have not offered franchises in any other line of business. Our Parent Affiliate is Heffernan Insurance Brokers. Heffernan Insurance Brokers assists Mavrix in supplying full-service support through the Mavrix Platform

Business overview

Mavrix Insurance Services is a wholly owned subsidiary of Heffernan Insurance Brokers ("HIB"), one of the largest independent insurance brokerages in the United States. Through its relationship with HIB, Mavrix has access to national carrier appointments, established cross-referral programs, and established operational systems. This foundation provides franchisees with resources not typically available to independent agents, including market reach, infrastructure support, and business practices refined over decades at HIB. Mavrix combines HIB's scale and experience with a franchise structure intended to support the growth and long-term success of its franchisees.

Mavrix is in the business of selling franchises specializing in the sale of various forms of insurance (including property, casualty, life, health, dental, disability, long term care, and supplemental benefits), backed by HIB.

The Mavrix Platform has national brokerage support through HIB with AI-powered tech and carrier access. Through the Mavrix Platform, a franchisee has access to end-to-end support without an overhead, AI powered tech stack, including CRM, AMS, quoting, and compliance. An experienced service team will handle all renewals and account management for insurance products. As holder of the franchise license, you will have access to national markets and top tier carrier relationships.

The Franchise License Offered

Pursuant to this Franchise Disclosure Document, we offer you the opportunity to execute a Mavrix Contract, which allows you to develop and operate your insurance business using the Mavrix Platform, which includes using certain trade names, trademarks, service marks and/or indicia of origin that we license you the right to use ("**Licensed Marks**"). We have described our mandatory and recommended standards and procedures in our FAQs, which is attached as Exhibit A.

We offer you an innovative model that provides Franchisees with access to the Mavrix Platform which uses AI-powered CRM, AMS, a proposal automation platform, centralized servicing, quoting support, renewals, compliance, and marketing assets which includes; social templates, email campaigns, brand kits, access to the Mavrix carrier network, expert coaching and operations support. Our model helps you focus on selling insurance products, with the full support of our dedicated team that manages client accounts, quoting, compliance.

Market and Competition

The market for your services will be the general public. The market for insurance agencies is competitive and developed. All agencies that are operated by Mavrix and by other franchises, including those developed in the future, may have an effect on the sales of your insurance products. You will also be competing with other independent and captive insurance agencies that offer the same types of products and services that you do. These agencies may be associated with national or regional insurance companies (franchised or not) or they may be local, single agency locations. You will also compete with other insurance agencies that offer products different to those offered by Mavrix.

Your competitive advantage in the marketplace will also be based on your adherence to our processes, standards and guidelines in utilizing the Mavrix Platform, as well as your entrepreneurial and managerial abilities and focus on building relationships with the referral sources provided through the Mavrix Platform. Your business may also be affected by local market conditions and force majeure incidents that are not within the control of Mavrix.

Industry Specific Laws

The insurance industry is regulated at the state level, and you will be subject to all licensure and other laws and regulations applicable to the operation of an insurance agency, although the Mavrix Platform will help ensure your compliance, as it is backed by the experience of Heffernan Insurance Brokers. You may also need to comply with various federal, state and local laws and regulations applicable to businesses generally including, without limitation, labor laws and the Fair Labor Standards Act, workers' compensation laws, zoning laws, business licensing laws, tax regulations, anti-terrorism laws, and the Americans with Disabilities Act. Mavrix is not responsible for compliance with these laws, nor is Mavrix required to provide any guidance regarding compliance with such laws and regulations. We recommend that you consult with your attorney concerning these general business laws. The Mavrix Contract will require you to represent and warrant that you have complied with these laws.

ITEM 2 BUSINESS EXPERIENCE

Leticia Treviño, Chief Executive Officer

Leticia Treviño is the Chief Executive Officer of Mavrix Insurance Services with nearly 30 years of executive leadership in the insurance industry. She has served in executive positions across carriers, brokerages, TPAs, and Insurtech firms, with expertise in operations, compliance, and strategic growth. Most recently, she was Chief Operations Officer at Heffernan Insurance Brokers, where she oversaw systems, compliance, learning and development, analytics, and quality improvement. At Mavrix, she directs the company's vision, infrastructure, and strategic initiatives to drive sustainable growth and operational excellence.

Toni Francis, Vice President, Operations

Toni Francis is Vice President of Operations at Mavrix Insurance Services with more than 20 years of experience in insurance operations. She began her career in retail brokerage before moving into senior leadership at Patra, a business process outsourcing firm, where she directed account management services and teams across Commercial, Personal Lines, and Employee Benefits. At Mavrix, she oversees operations strategy, service delivery, and the development of teams that support insured success and client service.

Raquel Toledo, Vice President, Marketing & Communications

Raquel Toledo is Vice President of Marketing & Communications at Mavrix Insurance Services. She brings 15 years of experience in the insurance industry, with expertise in marketing strategy, digital programs, and brand development. Most recently, she oversaw branding and digital campaign strategy at Heffernan Insurance Brokers. At Mavrix, she leads brand strategy, marketing programs, and communications that strengthen market presence and support franchise growth.

Christian Torres, Director of Franchise Development

Christian Torres is the Director of Franchise Development at Mavrix Insurance Services. He brings more than 10 years of sales and business development experience, with a focus on franchise growth and recruitment. Prior to joining Mavrix, he held franchise development roles with Fiesta Auto Insurance, where he guided candidates through evaluation, onboarding, and long-term success planning. At Mavrix, he leads franchise sales and development programs that expand the company's national footprint and strengthen franchisee success.

Mavrix Insurance Services is a wholly owned subsidiary of Heffernan Insurance Brokers (HIB), one of the largest independent insurance brokerages in the United States. Mavrix was formed by the HIB executive team to establish a franchise system intended to address the challenges faced by independent insurance agents, including limited carrier access, lack of operational support, and difficulty scaling their business.

Through its relationship with HIB, Mavrix has access to national carrier appointments, established cross-referral programs, and established operational systems. This foundation provides franchisees with resources not typically available to independent agents, including market reach, infrastructure support, and business practices refined over decades at HIB. Mavrix combines HIB's scale and experience with a franchise structure intended to support the growth and long-term success of its franchisees.

ITEM 3: LITIGATION

There are no material litigations pending against Mavrix or Heffernan Insurance Brokers.

ITEM 4 BANKRUPTCY

Neither Mavrix nor Heffernan Insurance Brokers have sought, or been involuntarily placed, into proceedings under the United States Bankruptcy Code.

ITEM 5 INITIAL FEES

The initial franchise fee is $30,000 per Franchisee, which covers onboarding, orientation, and access to our exclusive network.

ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Annual Fee*	$7,500	Due at signing of Mavrix Contract	Annual fee is uniformly imposed

*The annual fee is to maintain access to the Mavrix platform, licensing compliance support, and servicing.

Mavrix Commission Structure*:

New Business	
Franchisee	80%
Mavrix	20%

Renewals	
Franchisee	50%
Mavrix	50%

Mavrix Referral Commission Structure*:

Franchisee	10%
Mavrix	90%

Heffernan Referral Commission Structure*:

Commission flow for Large Commercial Accounts ($10,000+ in revenue). The Heffernan sales and service team supports these accounts.

Franchisee	20%
Mavrix	5%
Heffernan	75%

*All commission structures are subject to a change of rates at any time in accordance with the terms of the Mavrix Contract

The table outlines the distribution of a $25,000 commission among all parties:

	% of Commission**	$ Example (on $25K)
Franchisee	20%	$5,000
Mavrix	5%	$1,250
Heffernan	75%	$18,750

*The current commission structure is subject to change depending on the utilization of the Heffernan service team.

ITEM 7 ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (1)	Method of Payment (1)	When Due	To Whom Payment is to be Made
Initial Fee (Note 1)	$30,000	Lump Sum	Due at Signing of Mavrix Contract	Mavrix
Annual Fee (Note 2)	$7,500	Lump Sum	Annual and Due at signing of Mavrix Contract	Mavrix
Total.	$ 37,500			

Note 1. **Initial Franchise Fee.** The Initial Franchise Fee is currently $30,000.
Note 2. **Annual Fee.** The Annual Fee is currently $7,500.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Mavrix is a fully branded franchise license model. All business must be conducted under the Mavrix Insurance Services' name to maintain brand integrity, consistency, and carrier alignment.

Under the Mavrix model, the book of business is owned by Mavrix. However, franchisees retain full access to their clients, commission rights per the Mavrix Contract, and have the opportunity to build long-term earnings through retention and performance. This centralized ownership model improves data integrity, scalability, and carrier consistency, while still providing Franchisees with meaningful income potential and long-term opportunity.

Approved Insurance products and services.

You may only offer and sell insurance products that are approved by Mavrix. Any insurance product in which you are not licensed can be processed in-house by a Mavrix account manager. Mavrix's account managers will refer any business that can't be written in-house by Mavrix to Heffernan Insurance Brokers. Mavrix will collect the applicable referral fee and deposit the commission into the Franchisee's account.

You are not permitted to be licensed as an agent, solicitor, representative or broker for any insurance company or business other than Mavrix unless authorized by us in writing. You are not permitted to conduct any business with regard to any type of insurance that has not been approved by us, or for which you are not licensed by the appropriate insurance, securities or other regulatory authorities. Additionally, you are not permitted to conduct any business of any kind other than your Mavrix agency using the Mavrix platform.

Advertising.

During onboarding you will be provided with a Mavrix approved marketing toolkit which includes brand guidelines (logo usage, colors, fonts, voice); approved logo files (print and digital formats); business cards and email signature templates; pre-set social media graphics and post templates; profile setup guide for LinkedIn and email branding; Pitch deck (customizable for prospect meetings); One-pagers by solution line (personal, commercial, employee benefits); Standardized client FAQs and overview sheets; email templates for introductions and follow-up; social media post copy and creative assets (first 90 days); and press release template announcing franchise launch. You will also receive access to our client relationship management system ("CRM") marketing platform with onboarding training, as well as a guide to lead capture forms, workflows, and reporting dashboard.

You may only use material included in the Mavrix approved marketing kit, unless authorized by us in writing. You may not use our trade name, trademarks or other intellectual property in any advertising or promotional materials or literature without our prior consent. You must submit to us for approval samples of all advertising to be used by you which have not been prepared or previously approved by us.

Computer Hardware and software

This table below lists the required computer hardware specifications, which we can change from time to time, that must be maintained in order to support the operation of the Mavrix Platform.

Processor	AMD Ryzen 7 PRO 8840HS w/ Radeon 780M Graphics 3.30 GHz or better
Installed RAM	32.0 GB or better
Storage	477GB or better
Graphics Card	4GM
System type	64-bit operating system, x64-based processor or better

You are solely and completely responsible for the acquisition, operation, maintenance and necessary upgrades of any computer hardware and software used in connection with the operation of your Mavrix agency.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under this Franchise disclosure document and other agreements. It will provide detailed information about your obligation as stated in the terms of this Disclosure Document.

Obligation	Disclosure Document Item	Important information
a. Site selection and acquisition/lease	N/A	If you currently maintain a brick-and-mortar site where you will operate your agency, you may continue to operate from that site with our prior consent. It is your sole responsibility to ensure that you remain in compliance with your lease obligations and maintain your brick and mortar to Mavrix's brand standard.
b. Pre-opening purchases/leases	N/A	Franchisees are not required to maintain a brick and mortar. Any lease for a brick and mortar is the sole responsibility of the Franchisees.
c. Site development and other pre-opening	N/A	N/A
d. Initial and ongoing training	Item 10	The initial training covers topics we designate, which may include an introduction to our systems, marketing, technology, compliance, and operational procedures. The program is designed to prepare franchises to operate in accordance with our standards, and successful completion is required before business operations may begin. Franchisees are responsible for maintaining all federal and state insurance licenses and continuing education obligations for their respective agencies. Mavrix will assist in renewal and maintenance of Franchisees insurance licenses during their term as a Mavrix Franchisee.
e. opening	Item 10	Franchisees must complete our initial training program prior to opening their franchise.

		Franchisee must complete the Franchise intake form and Payroll/tax setup items. Franchisee must also provide us with documentation showing you have accurately applied for all required licenses. Franchisee must begin operations of their Mavrix Insurance services business with the public no later than 60 days after signing your Mavrix Contract.
f. Fees	Item 5, Item 6 and Item 7	The Initial Franchise Fee is currently $30,000. The Annual Fee is currently $7,500.
g. Compliance with standards and policies/operating	Item 8	Franchisee must comply with all policies in the Mavrix operating manual.
h. Trademarks and proprietary information	Item 13b	Mavrix requires you to operate your agency under the name “Mavrix Insurance Services”. You may also use our other current or future Marks to operate your Agency.
i. Restrictions on products/services offered	Item 8, Item 16	Franchisee may only offer and sell insurance products that are approved by Mavrix.
j. Warranty and customer service requirements	N/A	N/A
k. Territorial development and sales quotas	Item 12	Territories will be assigned for both remote and brick and mortar Franchisees. You will not receive an exclusive territory.
l. Ongoing product/service purchases	N/A	N/A
m. Maintenance, appearance, and remodeling	N/A	N/A
n. Insurance	N/A	Franchisee is required to obtain their own E&O insurance.
o. Advertising	Item 8	Franchisee will be provided a Mavrix approved marketing toolkit which includes brand guidelines (logo usage, colors, fonts, voice); approved logo files (print and digital formats); business cards and email signature templates; pre-set social media graphics and post templates; profile setup guide for LinkedIn and email branding; Pitch deck (customizable for prospect meetings); One-pagers by solution line (personal,

		commercial, employee benefits); Standardized client FAQs and overview sheets; email templates for introductions and follow-up; social media post copy and creative assets (first 90 days); and press release template announcing franchise launch.
p. Indemnification	N/A	Franchisee agrees to protect, defend, indemnify, and hold Mavrix and its Affiliates, and their respective directors, officers, employees, agents, and attorneys ("Mavrix Indemnitees) jointly and severally harmless from and against, and promptly to reimburse Mavrix indemnitees for, all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities consequently, directly or indirectly incurred (including without limitation reasonable attorneys' and paralegals' fees, court costs and costs of investigation) as a result of, arising out of, or connected with Franchisees operation of a Mavrix agency.
q. Owner's participation/management/staffing	N/A	N/A
r. Records and reports	N/A	N/A
s. Inspections and audits	N/A	N/A
t. Transfer	N/A	Any sale or transfer must align with Mavrix's guidelines and approval process.
u. Renewal	N/A	If you are not in default, you may renew for successive five-year renewal terms.
v. Post-termination obligations	N/A	Upon termination or expiration of term of the Mavrix Contract, you must immediately: (i) Cease all operations under the Mavrix Contract (ii) promptly pay all sums you owe us; iii) cease using the Licensed Marks and return all materials containing the Licensed Marks; (iv) return to us all confidential information (v) cease using and assist in transferring all of your telephone numbers and listings to us; (vi) remove all

		signage containing the Licensed Marks; (vii) cease holding yourself out as our franchisee; (viii) take necessary action to amend or cancel any business name or equivalent registration which contains our trade name or Licensed Marks; (ix) comply with the post term covenants contained in the Mavrix Contract; (x) cease to use in advertising or in any other manner any methods, procedures or techniques associated with us or the System; (xii) execute periodically any required papers, documents, and assurances, and otherwise comply with our offboarding process; (xiii) turn over all customer lists and any other information you may have about former, existing or potential customers, and set up mail forwarding as we direct; (xiv) set up mail forwarding as we direct; and (xv) execute our prescribed form of release agreement.
w. Non-competition covenants	N/A	During the term of the Mavrix contract, Franchisees may not directly or indirectly have interest in any insurance related business other than your Mavrix agency, unless previously approved by Mavrix in writing. For a period of one year after the expiration and nonrenewal, or termination of the Mavrix Contract, regardless of cause, Franchisees may not directly or indirectly have interest in or own any business that is competing in whole or in part with Mavrix Insurance services Franchisees.
x. Dispute resolution	Item 17	All disputes with the franchisor must be resolved by mediation and/or arbitration only in California
y. Other (describe)	N/A	N/A

ITEM 10 FINANCING

Mavrix does not provide financing at this time, but we work with third party banks to assist with Franchisee financing needs.

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

Except as listed below, Mavrix is not required to provide any assistance to you.

Before you open your agency, you will:

Week 1-4: The Mavrix Franchise Process
Introductory call with our development team.
Application & Carrier Verification (Provide a list of carriers you have)
FDD Review / Execution
Validation Process (Speak with members of our executive team)
Franchise Awarded (Finalize Mavrix Contract)

Week 4-6: Onboarding and Tech setup
Provide access to Mavrix Platform, branded marketing materials,
Mavrix to provide training on Mavrix Platforms, initial marketing plan

Week 6: Go Live with Full Mavrix support
Begin quoting, marketing your book and gain access to full-service support.

Time for Opening your Agency.

We estimate that it will take approximately 4 weeks from the date you sign your Mavrix Contract, however this estimate is contingent on many factors including the Franchisee completing the Franchise intake form, and setup of payroll and tax items. The estimated time for opening your agency is dependent on a variety of factors including those not under our control, and the estimated timeline may vary between Franchisees.

You must provide us with documentation showing you have acquired at least one license and have applied for all required licenses as advised by Mavrix. Please note Mavrix offers a referral program on business you are not licensed in, and this business will be processed by Mavrix's in-house service team. Under the Mavrix Contract you shall not operate without a license in any unlawful matter. You must begin your Mavrix Insurance services business with the public no later than 60 days after signing your Mavrix Contract. If you fail to apply for all required licenses and/or fail to commence operating within this timeframe, we have the right to terminate the Mavrix Contract.

During the operation of your Agency, we will:
To the extent we deem it appropriate, provide you with

ADVERTISING
You will be provided with a Mavrix approved marketing toolkit which includes the following:

Franchise Marketing Toolkit *(provided at onboarding)*

Branding & Identity
- Brand guidelines (logo usage, colors, fonts, voice)
- Approved logo files (print and digital formats)
- Business card and email signature templates

Digital Presence
- Pre-set social media graphics and post templates
- Profile setup guide for LinkedIn and email branding

Sales Enablement
- Pitch deck (customizable for prospect meetings)
- One-pagers by solution line (personal, commercial, employee benefits)
- Standardized client FAQs and overview sheets

Campaign Assets
- Email templates for introductions and follow-up
- Social media post copy and creative assets (first 90 days)
- Press release template announcing franchise launch

Marketing Operations
- Access to HubSpot marketing platform) with onboarding training
- Guide to lead capture forms, workflows, and reporting dashboard

Access to Mavrix Platform
You will be provided access to the tech platform, licensing compliance support, and servicing infrastructure (collectively, the “Mavrix Platform”).

Attached as Exhibit A is a copy of Frequently Asked Questions, as of the date of this Franchise Disclosure Document.

TRAINING
Franchisees must complete our initial training program prior to opening their franchise. The training covers topics we designate, which may include an introduction to our systems, marketing, technology, compliance, and operational procedures. The program is designed to prepare franchises to operate in accordance with our standards, and successful completion is required before business operations may begin.

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction to Mavrix system (Marketing Technology, compliance, operational procedures)	40*	N/A	virtual

*This is the approximate amount of time for completion of the Introduction to Mavrix System training. Hours may vary from Franchisee to Franchisee.

ITEM 12 TERRITORY

<u>No Exclusive Territory – Mavrix Contract</u>

Territories will be assigned for both remote and brick and mortar Franchisees. 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.

<u>Reservation of Rights</u>

We reserve the right, at our sole discretion, to: (a) use the Licensed Marks in connection with ancillary services and products, promotional and marketing efforts or related items, or in any alternative channels of distribution (including the Internet), without regard to location; (b) acquire, be acquired by, merge with, engage in joint ventures with, or otherwise affiliate with, and own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products or services that are similar to those provided by Mavrix; and (c) use the Licensed Marks, and license others to use the Licensed Marks to engage in any other activities not expressly prohibited in the Mavrix Contract. Nothing in the Mavrix Contract provides you with the right to conduct in any of the above-mentioned activities or, except as may be permitted by the Mavrix Contract, share in the revenue generated by any of these activities.

ITEM 13 TRADEMARKS

Mavrix grants the right to and requires you to operate your agency under the name "Mavrix Insurance Services". You may also use our other current or future Marks to operate your Agency, if we permit you to do so.

Mark*	**Registration Date**	**Registration Number**
Mavrix Insurance Services (word mark)	Pending	Pending
Mavrix	Pending	Pending
Mavrix Insurance Services	Pending	Pending
	Pending	Pending
Mavrix	Pending	Pending
Mavrix Insurance Services	Pending	Pending

* We currently 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.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own no special patents which pertain to the Mavrix Contract.

We claim common law copyright on the Manual, sales material, Mavrix website, and brochures and related items used in operating the franchise. We do not have any federal copyright registrations which are presently material to the franchise offered. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We possess certain proprietary and confidential information relating to the operation of the Mavrix Platform, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Mavrix Platform (the "Confidential Information"). Our Confidential Information also includes methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of a Mavrix Agency.

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

You recognize the importance of your role, as principal owner of the franchise license granted under the Mavrix Contract. In such capacity, you are acting as the "Principal", therefore, as Principal, you are required to use your best efforts and you are personally responsible for the management of the insurance business operating under the franchise license, unless otherwise approved by Mavrix. Mavrix, in its sole discretion, may allow you to hire a qualified manager to operate day-to-day affairs of the business. Any manager must be licensed in the state in which you are operating your insurance business and satisfactorily complete the initial training program. However, a qualified manager shall not have to have an equity interest in your insurance business. You are required to carefully monitor and be responsible for the performance of anyone designated to manage the operation of your business. The designated manager who will operate the insurance business as well as other supervisory personnel are required to sign a confidentiality and non-solicitation agreement in form and substance satisfactory to Mavrix.

In the event you are a corporation, limited liability company, partnership or other business entity, you must hold, at all times, the "Controlling Interest" as defined in your Mavrix Contract. You may designate another individual other than the Controlling Interest to be your "Primary Contact" who will be our primary point of contact for any business matters relating to your agency. This individual who will be your "primary Contact" must be licensed and serve in a manager role at your agency. If you are a corporation, limited liability company, or partnership, your owners and if permitted by applicable law, their spouses, must personally guarantee spouses obligations under the Mavrix Contract and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenants not to compete. This Guarantee is included on the last page of the Mavrix Contract.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are only allowed to sell insurance products that are approved by Mavrix. Mavrix has the right to change the types of required and/or authorized products and services. You will be notified by a Supplement to the Manual or by other means of communication. You are prohibited from offering or selling any products or services not authorized or approved by Mavrix and from using the Mavrix Platform for any other purpose other than the operation of your Mavrix insurance Services agency incompliance with the Mavrix Contract. You may not advertise your services or use the Licensed Marks on the internet except with our prior consent. Mavrix, in our discretion, may approve or deny your request to eliminate some or add other products of services.

Mavrix Insurance Services operates with the support of Heffernan Insurance Brokers (“HIB”), a major investor in the company, along with other outside investors. Through this relationship, Mavrix is able to strengthen its corporate operations in the following ways; Mavrix leverages Heffernan’s market relationships and scale to provide franchisees with access to a broad network of insurance carriers and programs. This carrier access is a key differentiator from what individual agents or small agencies could typically secure on their own. Mavrix franchisees primarily focus on personal lines, small commercial, and employee benefits. When franchisees encounter large commercial opportunities outside of Mavrix’s scope, these may be referred to Heffernan. This arrangement creates a structured referral pathway while ensuring that the insured is supported by a qualified team. As a major investor, Heffernan provides Mavrix with financial stability and growth capacity. Franchisees benefit indirectly by being part of a franchise system supported by one of the nation’s leading independent brokerages.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Summary	Section in Disclosure Document
a. Length of the franchise term	The term is five years from the effective date of your Mavrix contract.	Not Applicable
b. Renewal or extension of the term	If you are not in default, you may renew for successive three- or five-year renewal terms.	Not Applicable

c.	Requirements for you to renew or extend	You must: (i) give us timely notice of your wish to exercise your option to renew (not less than 6 months nor more than 12 months prior to the expiration of the term); (ii) sign our then-current form of the Mavrix Contract (which may contain materially different terms and conditions than your original contract); (iii) sign a general release in favor of us and our affiliates; (iv) not be in default of any provision of the Mavrix Contract,	Not Applicable
d.	Termination by Franchisee	Mavrix must be given sixty (60) days' advanced written notice of Franchisee with the intended to terminate the Mavrix contract. Termination will only be approved by Mavrix after Franchisee has fulfilled all obligations under the Mavrix Contract including transferring all confidential information and payment of outstanding balances.	Not Applicable
e.	Termination by Franchisor without cause	Not Applicable	Not Applicable
f.	Termination by Franchisor with cause	We have the right to terminate the Mavrix Contract with cause.	Not Applicable
g.	"Cause" defined-curable defaults	Not Applicable	Not Applicable

h. “Cause” defined- non-curable defaults	We have the right to terminate the Mavrix Contract if you fail to begin operation of your Mavrix Agency within 60 days of signing the Mavrix contract. We have the right to terminate the Mavrix Contract with notice and without providing you an opportunity to cure if: (i) you or your employees are convicted of or plead guilty or no contest to a felony or take part in criminal acts or misconduct related to the operation of your Mavrix Agency (ii) you commit fraud; (iii) you make any misrepresentations in connection with the franchise application; (iv) you fail to complete our initial training program; (v) you receive two or more written notices of default within any 12-month period; (vi) you or your affiliates materially breach any other agreement; (vii) you misuse the Licensed Marks or Confidential Information; (Viii) a lien or writ of attachment or execution is placed against you and is not released or bonded against within 30 days; (xi) you are insolvent; (xii) you abandon your Mavrix Agency; (xiii) you offer any unauthorized or unapproved products or services in connection with the operation of your Mavrix Agency; (Xiv) you fail to maintain insurance or to repay us for insurance; (xv) you violate any laws or regulations related to the insurance industry, or if there is any government action taken against you; and (xvi) you or any of your owners or employees conduct themselves in a manner that, although not criminal, reflects adversely on the System, the Licensed Marks, or the products and services offered through the Mavrix Platform.	Not Applicable
i. Franchisee’s obligations on termination/non-renewal	Franchisee must transfer all confidential information and pay all outstanding balances	Not Applicable
j. Assignment of contract by Franchisor	We have the right to assign your rights under the Mavrix Contract.	Not Applicable
k. “Transfer” by Franchisee – Defined	Not Applicable	Not Applicable
l. Franchisor’s approval of transfer by Franchisee	You may not transfer your rights under this Franchise Disclosure Document or Mavrix Contract.	Not Applicable
m. Conditions for our approval of transfer	Not Applicable	Not Applicable

n. Franchisor's right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Franchisor's option to purchase your business	Not Applicable	Not Applicable
p. Franchisee death or disability	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the	Not Applicable	Not Applicable
r. Modification of the Mavrix Contract	The Mavrix Contract may not be modified without a written document signed by us and you, but we may modify the Operating Manual.	
s. Integration/merger clause	Only the terms of the Mavrix Contract are binding (subject the state law). Any representations or promises made outside of the Disclosure Document and the Mavrix Contract may not be enforceable. Nothing in the Mavrix contracts intended to disclaim the representations we make in this Franchise Disclosure Document	Not Applicable
t. Dispute resolution by arbitration or mediation	The Mavrix Contract requires you to resolve all disputes with the franchisor by mediation and/or arbitration only in California. Arbitration will take place in Contra Costa County, California	Item 1

u. Choice of forum	Arbitration will take place in Contra Costa County, California and no Party may challenge the jurisdiction or venue provisions of this Agreement. All disputes will be governed by and interpreted in accordance with the laws of California, without regard to principles of conflict of laws.	Item 1
v. Choice of law	California Law applies (subject to state law)	Item 1

Termination and Non-Renewal: California Business and Professional Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the Mavrix Contract contains any provision that is inconsistent with the law, the law, as amended from time to time, will control.

Post Termination Non-Competition Covenants: Any non-competition and non-solicitation agreement containing a covenant not to compete that extends beyond the termination/expiration of the franchise may not be enforceable under California law.

Termination upon Insolvency, Bankruptcy or Reorganization: Where the Mavrix Contract provides for termination upon insolvency, bankruptcy or reorganization, such a provision might not be enforceable under California Law.

Material Modifications: Section 31125 of the Franchise Investment Law requires us to give you a Franchise Disclosure Document approved by the Commissioner of the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Mavrix Contract.

THE MAVRIX CONTRACT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

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 Franchise Disclosure Document. Financial performance information that differs from that included in Item 19 may only be given 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.

Table 1 shows individual producers from Heffernan Insurance Brokers that had revenue and policy data for August 2025 across the listed lines of business. The data is representative of possible results. Please note that the data reflects individual producers and not franchise locations. Results will depend on a wide variety of factors, including but not limited to local market demand, operating costs, management skill, and adherence to our system standards.

Table 2 shows our predictions on the potential annualized revenue of a Mavrix franchisee based on the use of the Mavrix Platform. We believe that franchisees may benefit from an increase in revenue, as sales personnel within our system are focused exclusively on selling. All quoting, proposal generation, and administrative servicing functions are handled behind the scenes by trained service staff. This structure is designed to allow sales personnel to dedicate their time to client acquisition and relationship development. Based on our experience, we believe this operational model may support at least a 30% increase in revenue compared to traditional independent producers who balance both sales and service responsibilities.

We believe that the following financial data has been compiled using generally accepted accounting principles, but we have not audited the data, and no assurance can be offered that the data does not contain inaccuracies that an audit might disclose.

We do not make any representations about a franchisee's future financial performance or the past financial performance of Mavrix Franchises. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you receive any other financial performance information or projections of your future income you should report it to our management by contact [insert contact information], the Federal Trade Commission and any other appropriate state regulatory agencies.

Table 1

Review by Segment*

	Traditional Market				
Commercial	**Sample Month (August 25)**	**Policies (#)**	**Gross Revenue**	**Annualized****	**Average**
	Producer A	97	$59,047	$708,564	$572,368
	Producer B	125	$50,692	$608,304	
	Producer C	46	$33,353	$400,236	
	Producer D	17	$2,436	$29,232	$106,324
	Producer E	22	$9,733	$116,796	
	Producer F	51	$14,412	$172,944	
Personal	**Sample Month (August 25)**	**Policies (#)**	**Gross Revenue**	**Annualized**	
	Producer G	308	$54,024	$648,288	$572,064
	Producer H	301	$70,204	$842,448	
	Producer I	87	$18,788	$225,456	
	Producer J	33	$2,604	$31,248	$73,260
	Producer K	34	$6,372	$76,464	
	Producer L	36	$9,339	$112,068	
Employee Benefit	**Sample Month (August 25)**	**Policies (#)**	**Gross Revenue**	**Annualized**	
	Producer M	646	$49,834	$598,008	$469,324
	Producer N	71	$2,700	$32,400	
	Producer O	340	$64,797	$777,564	
	Producer P	3	$26,262	$315,144	$150,448
	Producer Q	6	$7,052	$84,624	
	Producer R	10	$4,298	$51,576	

* The producers included in these tables were selected because they had complete revenue and policy data for August 2025 across the listed lines of business. The data reflects individual producers and not franchise locations. Results will depend on a wide variety of factors, including but not limited to: local market demand, operating costs, management skill, and adherence to our system standards.

** Annualized Revenue is calculated by multiplying the reported Gross Revenue for August 2025 by twelve (12). Actual results may vary materially from these projections.

Table 2

	*Mavrix Supported (30% growth potential)**				
	Sample Month (August 25)	**Policies (#)**	**Gross Revenue**	**Annualized**	**Average**
Commercial	Producer A	126	$76,761	$921,133	$744,078
	Producer B	163	$65,900	$790,795	
	Producer C	60	$43,359	$520,307	
	Producer D	22	$3,167	$38,002	$138,221
	Producer E	29	$12,653	$151,835	
	Producer F	66	$18,736	$224,827	
	Sample Month (August 25)	**Policies (#)**	**Gross Revenue**	**Annualized**	
Personal	Producer G	400	$70,231	$842,774	$743,683
	Producer H	391	$91,265	$1,095,182	
	Producer I	113	$24,424	$293,093	
	Producer J	43	$3,385	$40,622	$95,238
	Producer K	44	$8,284	$99,403	
	Producer L	47	$12,141	$145,688	
	Sample Month (August 25)	**Policies (#)**	**Gross Revenue**	**Annualized**	
Employee Benefit	Producer M	840	$64,784	$777,410	$610,121
	Producer N	92	$3,510	$42,120	
	Producer O	442	$84,236	$1,010,833	
	Producer P	4	$34,141	$409,687	$195,582
	Producer Q	8	$9,168	$110,011	
	Producer R	13	$5,587	$67,049	

*We believe that franchisees may benefit from an increase in revenue, as sales personnel within our system are focused exclusively on selling. All quoting, proposal generation, and administrative servicing functions are handled behind the scenes by trained service staff. This structure is designed to allow sales personnel to dedicate their time to client acquisition and relationship development. Based on our experience, we believe this operational model may support at least a 30% increase in revenue compared to traditional independent producers who balance both sales and service responsibilities.

NOTICE REQUIRED BY THE STATE OF CALIFORNIA

The financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former Franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

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 20 OUTLETS AND FRANCHISEE INFORMATION

Please note that this Item shall be updated as applicable information becomes available

Table No. 1 - Systemwide Location Summary
For Fiscal Years Ended December 31, [2025]

Outlet Type	Year	Locations at Start of Year	Locations at End of Year	Net Change
Franchised	2025	N/A	N/A	N/A
	2024	N/A	N/A	N/A
	2023	N/A	N/A	N/A

Table No. 2- Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For year 2025

State	Year	Number of Transfers
California	N/A	N/A
	N/A	N/A
	N/A	N/A
Total	N/A	N/A
	N/A	N/A
	N/A	N/A

Table No. 3 - Status of Franchised Outlets For 2025

State	Year	Outlets at the Start of Year	Outlets opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the end of the year
CA	2025	0	0	0	0	0	0	0
	N/A							
	N/A							
Totals	N/A	0	0	0	0	0	0	0
	N/A							
	N/A							

Table No. 4- Status of Company -Owned Outlets For 2025

State	Year	Outlets at the Start of Year	Outlets opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at the end of the year
CA	**2025**	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A							
	N/A							
Totals	**N/A**	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A							
	N/A							

Table No. 5 Projected New Franchised Locations as of December 31, 2025

STATE	Mavrix Contracts Signed but Location not Opened	Projected New Franchised Locations in the Next Fiscal Year	Projected New Company-Owned Locations in the Next Fiscal Year
Alabama	0	0	N/A
Arizona	0	0	N/A
California	0	1	N/A
Colorado	0	0	N/A
Florida	0	0	N/A
Georgia	0	0	N/A
Idaho	0	0	N/A
Illinois	0	0	N/A
Indiana	0	0	N/A
Kansas	0	0	N/A
Kentucky	0	0	N/A
Louisiana	0	0	N/A
Maryland	0	0	N/A
Michigan	0	0	N/A
Missouri	0	0	N/A
Minnesota	0	0	N/A
Mississippi	0	0	N/A
New York	0	0	N/A
North Carolina	0	0	N/A
Nevada	0	0	N/A
Ohio	0	0	N/A
Oklahoma	0	0	N/A
Oregon	0	0	N/A
South Carolina	0	0	N/A
Texas	0	0	N/A

Tennessee	0	0	N/A
Virginia	0	0	N/A
Utah	0	0	N/A
Total	0	0	N/A

ITEM 21 FINANCIAL STATEMENTS
Attached as Exhibit E to this Franchise Disclosure Document are the financial statements of Mavrix Insurance Services, LLC.

ITEM 22 CONTRACTS
The following agreements related to your business are attached as exhibits to this Franchise Disclosure Document:

N/A

ITEM 23 RECEIPTS

The last two pages of this Franchise Disclosure Document are detachable receipts acknowledging your receipt of this Franchise Disclosure Document. Please sign and date both Receipts (as of the date you received this Franchise Disclosure Document), return one Receipt to us and retain one for your records. If you are missing these Receipts, please contact us at the following address or telephone number:

Christian Torres
1350 Carlback Ave, suite 100 Walnut Creek, CA 94596
Email info@mavrixins.com
Mavrix 1.925.393.7123

EXHIBIT A

Frequently Asked Questions:

FAQS RELATED TO ACCESS TO MAVRIX PLATFORM

Model & Structure

Q: What exactly am I buying into?

A: You're buying into a franchise license that grants access to Mavrix's full-service infrastructure. This includes built-in technology, back-office servicing, elite carrier access, marketing tools, and compliance oversight. This is not a branding lease or simple revenue share—you're entering a scalable business platform built to support elite producers.

Q: What sets this apart from other models?

A: Mavrix is selective by design, we offer a full-service experience backed by Heffernan Insurance. That means stronger carrier leverage, real operational support, and curated growth strategies for high-performing agents who are ready to scale smart—not solo.

Q: Can I review your FDD?

A: Not yet. Our Franchise Disclosure Document is currently under legal review and will be shared with qualified candidates upon mutual interest and under NDA.

Financials

Q: What's the initial investment?

A: The initial franchise fee is $30,000 per agent, which covers onboarding, orientation, and access to our exclusive network. In addition, there is a recurring annual fee of $7,500 to maintain access to the tech platform, licensing compliance support, and servicing infrastructure.

Q: Are there recurring fees?

A: Yes—see above. The $7,500 annual support and infrastructure fee helps maintain Mavrix's end-to-end operations on your behalf.

Q: Are there incentive tiers?

A: The model is currently flat, but we are exploring performance-based incentives and enhanced compensation structures for top-performing franchisees in the future.

Operations & Support

Q: What types of support are provided?

A: As a Mavrix franchisee, you gain:

- Access to an integrated tech stack with CRM, AMS, quoting, and AI-powered automation
- A global servicing team that handles certificates, endorsements, renewals, and client service
- Sales enablement tools, marketing assets, and proposal templates

- Carrier access with preferred pricing
- Licensing and compliance oversight
- Operational best practices drawn from Heffernan’s proven growth model

Q: Do I get direct carrier appointments?

A: No need. Mavrix manages all carrier relationships, and you gain access to our master appointments and preferred pricing, removing the friction of chasing and managing your own contracts.

Q: Will I have a dedicated manager or coach?

A: Not at this time. While there is no assigned coach, you’ll benefit from access to leadership, onboarding support, and shared learning resources across our network.

Ownership & Legal

Q: Do I own my book?

A: No. Under the Mavrix model, the book of business is owned by Mavrix. However, franchisees retain full access to their clients, commission rights per agreement, and the opportunity to build long-term earnings through retention and performance. This centralized ownership model improves data integrity, scalability, and carrier consistency, while still providing agents meaningful income potential and long-term opportunity.

Q: What happens if I leave?

A: The franchise agreement includes reasonable exit and transition provisions, such as a standard non-compete, non-solicit, and de-branding requirements. These are designed to protect both the franchisee and the Mavrix network while enabling a clean transition.

Q: What is the length of the agreement?

A: The standard franchise term is five years, with renewal options. Early termination and renewal provisions are outlined in the final FDD.

Marketing & Leads

Q: Does Mavrix provide leads?

A: Mavrix does not provide cold leads, but we support your growth with inbound marketing assets, referral network participation, co-branded campaigns, and digital marketing tools. Our systems are designed to help you maximize your referral and relationship pipeline.

Q: Can I continue to use my own brand?

A: No. Mavrix is a fully branded franchise model. All business must be conducted under the Mavrix Insurance Services name to maintain brand integrity, consistency, and carrier alignment.

That said, franchisees receive access to personalized marketing assets, including branded email templates, social media content, landing pages, and agent-specific profile support—to build their unique identity within the Mavrix brand framework.

Exit Strategy & Scaling

Q: Can I sell my book?

A: You do not own your book and cannot sell any part of your Mavrix Agency. At the time of non-renewal or termination of your Mavrix Contract, you must fulfill all obligations under the Mavrix Contract including transferring all confidential information to your Mavrix account manager and pay any outstanding balances.

Q: What if I want to grow into a multi-producer office?

A: At this time, Mavrix is structured for solo operators or agent-led practices. However, we are actively exploring ways to support multi-producer franchisees and will provide scalable servicing and recruiting infrastructure as that evolves.

Culture & Retention

Q: What makes a top-performing franchisee?

A: Our most successful candidates are licensed producers earning \$80K–\$100K+ annually, who are entrepreneurial, tech-forward, and want to grow without the administrative drag. They value process, service excellence, and being part of a high-performance community.

Q: Can I speak with other Mavrix franchisees?

A: We're currently in early-stage rollout, so there aren't peer franchisees available yet. However, we're happy to provide insight into our roadmap and Heffernan leadership's proven track record in building scalable brokerage models.

EXHIBIT B:

STATE SPECIFIC ADDENDA

California Addendum
(Applies only to California franchisees)

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

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER, BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

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

YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

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

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

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

You must resolve disputes through binding arbitration. The arbitration will occur at Wayne, New Jersey, USA, with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorney'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 a franchise agreement restricting venue to a forum outside the State of California.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

If your Licensed Business will be in California, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

EXHIBIT C:

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

Agent for Service of Process in All Other States:

CSC Corp
251 Little Falls Drive,
Wilmington, Delaware 19808, USA

State	State Agency	Agent for Service of Process
CALIFORNIA	California Commissioner Department of Financial Protection and Innovation: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 2101 Arena Boulevard Sacramento, CA 95834 (866)-275-2677 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome St., #600 San Francisco, California 94104 (415) 972-8559	California Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner

HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities State of Hawaii 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner
MICHIGAN	Consumer Protection Division Michigan Department of Attorney General 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor	Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce
NEW YORK	Officer of the New York Attorney General Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 (phone)	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492

NORTH DAKOTA	North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director of South Dakota Division of Insurance
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501
WISCONSIN	Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064	Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703

EXHIBIT D:

STATE LAW ADDENDA TO FDD

CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOURE DOCUMENT AND THE MAVRIX CONTRACT

ALL MAVRIX CONTRACTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF CALIFORNIA ARE HEREBY AMENDED AS FOLLOWS:

1. Section 31125 of the California Corporation Code requires the Franchisor to give you a Franchise Disclosure Document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

2. California Business and Professions Code Sections 20000 through 20043 provide rights to the AAO concerning termination or non-renewal of a franchise. If the Mavrix Contract contains a provision that is inconsistent with the law, the law will control.

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

4. The Mavrix Contract contains a covenant not to compete which extends beyond the termination of the franchise. This may not be enforceable under California law.

5. The Mavrix Contract requires non-binding mediation followed by litigation in Contra Costa County, California. This provision may not be enforceable under California law.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Mavrix Contract.

MAVRIX INSURANCE SERVICES, LLC	**FRANCHISEE**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date Signed: ______________________	Date Signed: ______________________

EXHBIT E:
MAVRIX FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT AUDITED THESE FIGURES OR EXPRESSED THEIR OPINION WITH REGARD TO THE CONTENT OR FORM.

Mavrix Insurance Services, LLC
Exhibit E – Unaudited Balance Sheet
As of September 15, 2025

Assets	Amount ($)	Liabilities and Equity	Amount ($)
Cash and Cash Equivalents	$750,000	Accounts Payable & Accrued Expenses	$200,000
Accounts Receivable	$125,000	Deferred Revenue (Franchise Fees Collected)	$150,000
Prepaid Expenses & Other Current Assets	$25,000	Short-Term Notes Payable	$100,000
Total Current Assets	$900,000	**Total Current Liabilities**	$450,000
Technology Platform & Software Development	$600,000	Long-Term Debt/Notes Payable	$300,000
Office Equipment & Leasehold Improvements	$50,000	**Total Liabilities**	$750,000
Intangible Assets (Brand/Trademarks)	$100,000	Heffernan Insurance Brokers (80% Ownership)	$720,000
Total Non-Current Assets	$750,000	Minority Angel Investors (20% Ownership)	$180,000
Total Assets	$1,650,000	Retained Earnings (Accumulated Loss)	$0
		Total Equity	$900,000
		Total Liabilities & Equity	$1,650,000

Note: The above balance sheet is unaudited and prepared for disclosure purposes only.

Ownership & Relationship Summary

Mavrix Insurance Services, LLC is a California limited liability company, formed in May 2025 and operates as a franchise system subsidiary of Heffernan Insurance Brokers ("HIB"), one of the largest independent insurance brokerages in the U.S.

- **Heffernan Insurance Brokers** (HIB) holds an 80% controlling interest in Mavrix.
    - Provides national carrier appointments, cross-referral programs, infrastructure, and operational support.
    - Acts as parent/affiliate for financial reporting purposes.
- **Minority Angel Investors** collectively own the remaining 20% equity.
    - These investors are strategic supporters of the Mavrix model, providing early-stage capital and advisory resources.
    - They are non-controlling but participate in governance through advisory roles.

This ownership structure ensures Mavrix franchisees benefit from the scale and credibility of Heffernan, while also leveraging the entrepreneurial backing of angel investors.

EXHBIT F:

STATE EFFECTIVE DATES PAGE

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	**Effective Date**
California	Pending
Alabama	Pending
Arizona	Pending
Arkansas	Pending
Connecticut	Pending
Delaware	Pending
Georgia	Pending
Hawaii	Pending
Idaho	Pending
Illinois	Pending
Iowa	Pending
Kansas	Pending
Kentucky	Pending
Louisiana	Pending
Maine	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
Mississippi	Pending
Missouri	Pending
Montana	Pending
Nebraska	Pending
New Hampshire	Pending
New Jersey	Pending
New Mexico	Pending
New York	Pending
Ohio	Pending
Oklahoma	Pending
Pennsylvania	Pending
South Carolina	Pending
South Dakota	Pending
Texas	Pending
Utah	Pending
Vermont	Pending
Virginia	Pending
Washington	Pending

Wisconsin	Pending
Wyoming	Pending

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

EXHBIT G

RECEIPTS

RECEIPTS (OUR COPY)

This Franchise Disclosure Document summarizes certain provisions of the Mavrix Contract and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully. If Mavrix Insurance Services, LLC offers you a franchise, it must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If Mavrix Insurance Services, LLC does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit H of this Franchise Disclosure Document. A list of the franchisor's agents registered to receive service of process is also included in Exhibit H to this Franchise Disclosure Document. I have received a Franchise Disclosure Document with an Issuance Date of [*]. This FDD included the following Exhibits:

EXHIBIT A	FAQS RELATED TO ACCESS TO MAVRIX PLATFORM
EXHIBIT B	STATE SPECIFIC ADDENDA
EXHIBIT C	LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT D	STATE LAW ADDENDA TO FDD
EXHIBIT E	UNAUDITED FINANCIAL STATEMENTS
EXHIBIT F	STATE EFFECTIVE DATES PAGE
EXHIBIT G	RECEIPT

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows:

Leticia Trevino, 1350 Carlback Ave, suite 100 Walnut Creek, CA 94596, 1.925.393.7123
Christian Torres, 1350 Carlback Ave, suite 100 Walnut Creek, CA 94596, 1.925.393.7123
Toni Frances, 1350 Carlback Ave, suite 100 Walnut Creek, CA 94596, 1.925.393.7123
Grace Howard, 1350 Carlback Ave, suite 100 Walnut Creek, CA 94596, 1.925.393.7123

Name of Prospective Franchisee, individually & as an officer of ______________________________

______________________________ Date: ______________________
Signature of Prospective Franchisee

Keep this copy of the receipt for your records.

Date, sign and return this Original Receipt to: Mavrix Insurance Services, LLC, 1350 Carlback Ave, STE 100, Walnut Creek, CA 94596; ltrevino@mavrixins.com

RECEIPTS (YOUR COPY)

This Franchise Disclosure Document summarizes certain provisions of the Mavrix Contract and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully. If Mavrix Insurance Services, LLC offers you a franchise, it must provide this Franchise Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

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Grace Howard, 1350 Carlback Ave, suite 100 Walnut Creek, CA 94596, 1.925.393.7123

Name of Prospective Franchisee, individually & as an officer of ______________________________

________________________________ Date: ________________________
Signature of Prospective Franchisee

Keep this copy of the receipt for your records.