

FRANCHISE DISCLOSURE DOCUMENT



PFG VENTURES, L.P.
An Ohio Limited Partnership
8800 E. Pleasant Valley Road
Cleveland, Ohio 44131
800-825-1525
jcampbell@proforma.com
www.proforma.com

We offer Proforma Franchises for the operation of businesses specializing in the sale and distribution of printed business products and services, including business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies.

The total investment necessary to begin operation of a Relevant Industry Experience Proforma franchise is from \$7,030 to \$27,695. This includes no (\$0) initial fee that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a Conversion Proforma franchise is from \$7,030 to \$27,695. This includes no (\$0) initial fee that must be paid to the franchisor or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact John Campbell at jcampbell@proforma.com or 800-825-1525.

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 accountant.

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

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

Issuance Date: August 4, 2023

Control No. PFG-CA08042023-ED1

© 2023 PFG Ventures, L.P. All Rights Reserved

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.
2. **Billing for Customers.** The franchisor performs billing and collection for all services that you provide to your customers, whether you obtain the customer or the franchisor provides that customer to you. If the accounts you service do not pay, you suffer the loss of nonpayment. If the franchisor takes action to collect payments, the franchisor does solely at your expense.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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.

TABLE OF CONTENTS

1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
2. BUSINESS EXPERIENCE	3
3. LITIGATION	4
4. BANKRUPTCY	5
5. INITIAL FEES	5
6. OTHER FEES	6
7. ESTIMATED INITIAL INVESTMENT	10
8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	12
9. FRANCHISEE’S OBLIGATIONS	16
10. FINANCING	17
11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	19
12. TERRITORY	32
13. TRADEMARKS	33
14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	35
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	36
16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	36
17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	36
18. PUBLIC FIGURES	42
19. FINANCIAL PERFORMANCE REPRESENTATIONS	43
20. OUTLETS AND FRANCHISEE INFORMATION	43
21. FINANCIAL STATEMENTS	51
22. CONTRACTS	51
23. RECEIPTS	51

EXHIBITS

- A. STANDARD FRANCHISE AGREEMENT FOR A PROFORMA FRANCHISED BUSINESS (INCLUDING STATE-SPECIFIC ADDENDUM TO FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA).
- B. UNAUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2023—YTD MAY AND THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS FOR THE CALENDAR YEARS ENDED DECEMBER 31, 2020, 2021 AND 2022.
- C. LIST OF FRANCHISE OWNERS CURRENTLY IN OPERATION.
- D. RECEIVABLES AND SECURITY AGREEMENT.
- D-1. UCC FINANCING STATEMENT (Form UCC1).
- D-2. UCC FINANCING STATEMENT (Form UCC3).
- E. SOFTWARE SUBLICENSE AGREEMENT.
- F. LIST OF STATE FRANCHISE LAW ADMINISTRATORS/AGENTS TO RECEIVE SERVICE OF PROCESS.
- G. STATE-SPECIFIC ADDENDUM FOR CALIFORNIA

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

To simplify the language in this disclosure document, “we” or “us” means PFG Ventures, L.P., the franchisor. “You” or “Your” refers to the corporation, limited liability company (LLC), or partnership who buys the franchise. “You” or “your” also includes the franchisee’s owners, shareholders, members, or partners. In the remainder of the disclosure document when we refer to “You,” we will assume that you are a Franchisee.

Our principal business address is 8800 E. Pleasant Valley Road, Cleveland, Ohio 44131 and our telephone number is 800-825-1525.

Our affiliates include our general partners and parents, Proforma, Inc. (“Proforma, Inc.”) and ProVenture, Inc. (“ProVenture”), which own and control us. Proforma, Inc. is also our predecessor. Proforma, Inc. is an Ohio corporation incorporated on May 12, 1981. The principal business address of Proforma, Inc. is 8800 E. Pleasant Valley Road, Cleveland, Ohio 44131 and its telephone number is 800-825-1525. ProVenture is a Florida corporation incorporated on November 15, 1993. The principal business address of ProVenture is 336 Bic Drive, Milford, CT 06460 and its telephone number is 800-888-4848. Our affiliate, TeamUp Outsource Limited dba ProTeamUp was created on January 10, 2023 in Jamaica to provide optional services for our franchise owners to engage dedicated full-time customer service representatives on a contractual basis. You are not obligated to use the services of ProTeamUp. We are affiliated with ProTeamUp through our Ohio limited liability company, PFG Ventures Sub I, LLC, which was created on March 20, 2023, with a principal business address of 8800 E. Pleasant Valley Road, Cleveland, Ohio 44131, and a telephone number of 800-825-1525. The principal business address of TeamUp Outsource Limited is 24 Waterloo Road, Kingston 8, Jamaica and its telephone number is 876-455-8072. Other than GSL Distribution, Inc. described below, we have no other affiliates.

The principal business addresses of our agents for service of process are shown on Exhibit F.

We conduct business under the name “PFG Ventures, L.P.,” “PFG Ventures,” “PFG Ventures, L.P. d/b/a Proforma,” “PFG Ventures, L.P. d/b/a Proforma,” and “Proforma.” We are an Ohio limited partnership organized on December 30, 1999, that previously operated as an Ohio joint venture partnership from December 3, 1993 until December 30, 1999. References to “we” include both the joint venture and the limited partnership.

We offer franchises for the operation of businesses specializing in the sale and distribution of printed business products and services, including business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies. Between March 5, 2010 and December 31, 2015, we operated one Proforma franchise through an affiliate, GSL Distribution, Inc. (“GSL”), which operated a business that was similar to the franchises that we offer. Between January 1, 2016 and February 28, 2018, the only business it has transacted has been through sales representatives in the United Kingdom. The principal business address of GSL is 8800 E. Pleasant Valley Road, Cleveland, Ohio 44131. GSL does not offer, and has never offered, franchises for this business or any other business; nor has it conducted any other line of business. We have no other business activities.

You will operate your Proforma franchise only through an established registered business entity (corporation, partnership or LLC), which will offer the sale and distribution of printed business products and services, including business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies in primarily a business-to-business atmosphere.

We will license you to use our trade names, Proforma® and the corresponding Licensed Marks (our service marks and associated logos and symbols) and business systems and business management software, systems, and solutions (the “Proforma System”) for the operation of a business specializing in the sale and distribution of business products and services, including business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies (“Franchised Business”). Proforma franchise owners will use the Proforma System to operate Franchised Businesses. However, you are not required to use our Licensed Marks.

You will find certain details of the Proforma System in our Confidential Operations Manual (“Manual”), which we will lend to you for your use throughout the term of the Franchise. Because the scope of products and services desired by Proforma customers changes over time, we may modify the Proforma System and the nature and extent of products and services which you may offer. Proforma franchise owners may operate their Franchised Businesses from their homes; however they may also purchase or lease a commercial establishment for their business. We will call the place from which you operate your Franchised Business your “Premises.”

“=The Proforma System includes business management and e-commerce software, systems and solutions, accounting and order processing methods, advertising, marketing and promotional techniques, preferential vendor relationships, volume purchasing power, account acquisition programs, customer appointment setting programs, personnel recruiting, training and other matters related to the maintenance of uniform quality standards and to the efficient operation and supervision of businesses operated under the Proforma System. To the extent that we authorize it (which may include what electronic or digital platform must be used), the Proforma System includes the right to offer and sell products and services on the Internet. You may only offer products or services which we approve (“Products and Services.”) A major benefit of the Proforma System is that we invoice all Proforma franchise owner’s customers, pay their vendors, including us, from amounts we collect from customers on their behalf, assist in the identification of vendors who can fill their customers’ needs, provide them with reports, and perform certain other bookkeeping and record keeping functions on their behalf.

The market for your services consists of businesses and other organized groups seeking to increase their respective marketing, advertising, and otherwise brand awareness in the marketplace, as well as those requiring commercial printing services. The market is very well developed and highly competitive. You will compete with other national, regional and local distributors and manufacturers of printed business products and services, including business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies.

Proforma, Inc., our predecessor, conducted a business similar to the businesses we are offering to franchise from 1978 to 1995. They also granted franchises similar to those offered in this disclosure document from 1985 through January 1994. From 2014 through 2017, we offered franchised printing businesses which have operated from fixed locations. We have never offered franchises in any other line of business. Other than Proforma, Inc., we have no affiliates who offered franchises of any kind.

Your Franchised Business will be subject to the same laws that apply to businesses generally. We are unaware of any laws or regulations that apply specifically to the operation of a Proforma Franchised Business. If you intend to operate your business from your home, we suggest you determine whether any zoning laws may restrict your right to do so.

2. BUSINESS EXPERIENCE

Founder: Gregory P. Muzzillo

PFG Ventures, L.P., Cleveland, Ohio, December, 1999 – present; Proforma, Inc., Cleveland, Ohio, Executive Vice President, May, 1981 – present; ProTalent Associates, LLC, Cleveland, Ohio, Founder, June, 2017 – present; eCommerce Network, LLC, Tampa, Florida, Member, March, 2016 - present; GSL Distribution, Inc., Cleveland, Ohio, President and Director, February, 2010 - present; GMVM03, LLC, Tampa, Florida, Member, June, 2017 – present; GMVM02, LLC, Tampa, Florida, Member, December, 2014 – present; GMVM01, LLC, Tampa, Florida, Member, March, 2013 - present. Mr. Muzzillo has worked from his home office in Tampa, Florida during the last five years.

Chief Executive Officer: Vera Muzzillo

PFG Ventures, L.P., Cleveland, Ohio, May, 2001 - present. Proforma, Inc., Cleveland, Ohio, Chief Executive Officer, President and Treasurer, May, 2001 – present; eCommerce Network, LLC, Tampa, Florida, Member, March, 2016 - present; TeamUp Outsource Limited, Clearwater, Florida, Director and Treasurer, March, 2023 – present; GSL Distribution, Inc., Cleveland, Ohio, Chief Executive Officer, Treasurer and Director, February, 2010 - present; GMVM03, LLC, Tampa, Florida, Member, June, 2017 – present; GMVM02, LLC, Tampa, Florida, Member, December, 2014 – present; GMVM01, LLC, Tampa, Florida, Member, March, 2013 - present. Ms. Muzzillo has worked from her home office in Tampa, Florida during the last five years.

President and Chief Legal Officer: Douglas A. Kordel

PFG Ventures, L.P., Cleveland, Ohio, April, 2018 – present; PFG Ventures, L.P., Cleveland, Ohio, Chief Operating Officer and General Counsel May, 2016—April, 2018; Proforma, Inc., Cleveland, Ohio, Secretary, May, 2016 – present; TeamUp Outsource Limited, Clearwater, Florida, Director, March, 2023 – present; GSL Distribution, Inc., Cleveland, Ohio, Secretary and Director, February, 2010 – present. Mr. Kordel worked in Cleveland, Ohio during the last five years.

Chief Information Officer: Brian R. Carothers

PFG Ventures, L.P., Tampa, Florida, September, 2023 – present; PFG Ventures, L.P., Tampa, Florida, Chief Technology Officer, March, 2015 – August, 2023. Mr. Carothers worked in Tampa, Florida during the last five years.

Chief Marketing Officer: Charity Gibson

PFG Ventures, L.P., Tampa, Florida, September, 2023 – present; Peerless Umbrella Company, Newark, New Jersey, National Account Coordinator, May, 2017 – , 2023. Ms. Gibson worked in Tempe, Arizona, Newark, New Jersey and Tampa, Florida during the last five years.

Chief Sales Officer: Gregory D. Armstrong

PFG Ventures, L.P., Cleveland, Ohio, May, 2022 – Present; PFG Ventures, L.P., Cleveland, Ohio, Vice President of Sales, February, 2021 – April, 2022; Evans Manufacturing, Garden Grove, California, Vice President of Sales, June, 2019-February, 2021; LogoMark, Tustin, California, Vice President of Sales, December, 2018-June, 2019; Right Turn Advisors, Fountain Valley, California, Owner, February, 2018-February, 2021; PFG Ventures, L.P., Cleveland, Ohio,

Vice President of Sales Development, July, 2016-February, 2018. Mr. Armstrong worked in Garden Grove, Tustin and Fountain Valley, California and Cleveland, Ohio during the last five years.

Chief Strategy Officer: Stanley T. Maxwell

PFG Ventures, L.P., Tampa, Florida, November, 2017 – present. Mr. Maxwell worked in Tampa, Florida during the last five years.

Chief Technology Officer: Michael A. Dobozy

PFG Ventures, L.P., Tampa, Florida, September, 2023 – present; Red Hat, Tyson's Corner, Virginia, Principal Architect, January, 2022 – September, 2023; Red Hat, Tyson's Corner, Virginia, Senior Architect, November, 2018 – December, 2021; ARMS Software, Richmond, Virginia, Product Architect, August 2012 – November, 2018. Mr. Dobozy worked in Tyson's Corner, Richmond, and Arlington, Virginia, and Tampa, Florida during the last five years.

Vice President of Finance: Jefferson M. Myers

PFG Ventures, L.P., Cleveland, Ohio, May, 2021 – Present; Pierre's Ice Cream, Cleveland, Ohio, Vice President, March, 2017-May, 2021. Mr. Myers worked in Cleveland, Ohio during the last five years.

Vice President of Strategic Partner Development: Michelle C. Dalton

PFG Ventures, L.P., Cleveland, Ohio, February, 2021 – Present; PFG Ventures, L.P., Cleveland, Ohio, Vice President of Owner Success, July, 2020 – February, 2021; PFG Ventures, L.P., Cleveland, Ohio, Senior Operations Consultant, September, 2019 – July, 2020; Dynamic Drinkware, Oshkosh, Wisconsin, Director of Sales Support, January, 2019 – September, 2019; AIA Corporation, Neenah, Wisconsin, Vice President, Customer Experience, September, 2017 – December, 2018. Ms. Dalton worked in Neenah, Wisconsin and Oshkosh, Wisconsin during the last five years.

3. LITIGATION

Pending Actions

PFG Ventures, L.P. vs. Terice D. Berry, et al; (United States District Court, Northern District of Ohio, Case No. 1:21-cv-2082. Filed November 3, 2021). This case was formerly filed on July 7, 2021 as *PFG Ventures, L.P. vs. Terice D. Berry, et al;* in the Court of Common Pleas, Cuyahoga County, Ohio, Case No. CV-21-949581, until Defendants' Notice of Removal was filed on November 3, 2021, and it was subsequently moved to the district court.

In July 2021, we filed a complaint against a former franchisee, Tacabu LLC; its owner and guarantor, Terice D. Berry; and its guarantor, Douglas W. Berry, for a balance due and owing totaling approximately \$80,408, together with reasonable attorney fees, costs and expenses. Relief is being sought for breach of contract, breach of guaranty, and non-payment of acquisition fee. In August 2022, the defendants filed a counterclaim against us alleging PFG permits unfair competition, breach of contract, anticipatory breach of contract, and Violation of Texas Deceptive Trade Practices and Consumer Protection Act. The defendants sought compensatory damages, pre-judgment interest, attorneys' fees and costs. This case was settled by the parties and dismissed with prejudice on March 15, 2023.

Litigation Against Franchisees Commenced in the Past Fiscal Year

PFG Ventures, L.P. vs. Brandon C. Kennedy, et al; United States District Court-Northern District of Ohio, Eastern Division, Case No. CV 1:22-CV-01177. Filed July 1, 2022.	*
--	---

Reason for Litigation Key Code:

***Collection of monies due and owing PFG Ventures, L.P., and Defendant colluded with non-Proforma Defendant to solicit Proforma franchises and to disclose trades secrets and confidential information.**

Other than these actions, no litigation is required to be disclosed in this Item.

4. BANKRUPTCY

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

5. INITIAL FEES

For those with relevant industry experience related to business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies, or those who qualify as a conversion franchise in these areas, there is no initial franchise fee for a Proforma franchise. Relevant Industry Experience and Conversion franchise owners are more fully described below.

Relevant Industry Experience

You are eligible for a “Relevant Industry Experience franchise,” and your initial franchise fee for a Proforma Franchise is zero dollars (\$0) if either (a) in your role as a representative or employee of a company which primarily sold business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies during the 12 consecutive months before you sign an Agreement, you can prove that you sold at least \$500,000 of those products; or (b) you were in a full-time role as a sales representative, sales employee, or direct sales support employee of a company that primarily sold business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies for at least three years within the previous five years; or (c) you can demonstrate relevant industry experience that is acceptable to us in our own sole discretion.

Conversion

You are eligible for a “Conversion franchise” and your initial franchise fee for a Proforma Franchise is zero dollars (\$0) if you have a controlling interest in an existing business that primarily sells business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies that has been in operation for at least 12 consecutive months before signing an Agreement, and you can prove that your business sold at least \$500,000 of those products.

Franchise Owner-Affiliate Option Program

In 2022, PFG established a program whereby individuals who have worked for an experienced Proforma franchise owner and have generated at least \$1,000,000 in annual Gross Volume of Business to customers that they have serviced, will have the right to acquire a franchise from us without paying an initial fee.

Under the terms of that program, they will also have the option to buy the accounts that they have developed while working for the franchise owner, by paying for the accounts out of the net profits of their new Proforma franchised business over a period of three years.

6. OTHER FEES

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Service Fee (Note 1)	5% - 8%	The earlier of (i) when collected from Customer, or (ii) 120 days from the customer bill date	We retain fees from amounts we collect for you.
Marketing Fund (Note 1)	.25% - 1%	The earlier of (i) when collected from Customer, or (ii) 120 days from the customer bill date	We retain fees from amounts we collect for you.
Proprietary Business Management Software License Fee and Communication and Technology Support Fee (Note 2)	\$100.00 per month	25 th of the month	The voice message box is accessed through an “800” line hook-up, voice mail, E-mail usage and Proprietary Business Management Software incremental support.
Monthly E-Mail Fee (Note 2)	\$100.00 per month	25 th of the month	Applies only if you wish to purchase additional e-mail addresses not covered under those allotted through the Communication and Technology Support Fee.
Supplier Rebates, Commissions & Consideration	100% of Amount Received	Due on receipt	You must pay to the Marketing Fund all allowances, payments and other consideration you receive from suppliers or others for cooperative marketing, services or warranties.
Interest on Late Payments	15% per annum	5 days after missing any payment	If 15% exceeds top lawful rate, we will charge the highest rate permitted by law.
Payments to Third Parties (Note 3)	Cost of products you order	35-45 days after manufacturer's invoice date	We invoice your customers, pay your suppliers, including us, with collections from customers, and remit the balance to you.
Supplemental Training Fee	Cost of meals and additional training materials	30 days after training	Supplemental training will be either virtual, at your location, or at our Cleveland, Ohio or Tampa, Florida facility. If we determine that you need

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
			supplemental training at your location, you must reimburse us for the cost of additional training materials, and travel, lodging, and meals of our representatives. For training at our facility, you are responsible for the cost of travel, lodging, meals and additional training materials of your attendees.
Miscellaneous Fees: Direct Vendor Payment Charge	10% of the vendor invoice amount or a minimum of \$100	When payment is made	Due when you pay more than \$500 directly to a vendor without our prior approval.
Payment Conversion Fee	3 times amount you collect	Upon our demand	If you collect from a customer any payments which the Agreement requires to be paid directly to us, and if you fail to immediately notify us and forward the payment to us, you must pay us triple the gross amount you collected.
Account Acquisition Fee (Note 4)	An amount equal to 24 times the average monthly Service Fee and Marketing Fee you owed us during the 24 months before the Termination Date.	After you notify us and before termination is effective	Not applicable if you and your guarantors agree for one (1) year to cease selling products and/or services (to your former customers) that are the same or similar to products and/or services we offer, and if you sign a general release. If this is a Renewal Agreement, only those customers identified on your original Schedule 1 of your initial franchise agreement shall be included on the Renewal Agreement's Schedule 1.
Business Charter Default Fee	\$1,000	On Demand	If you allow your business entity's (corporation, partnership or LLC) charter to terminate during any part of the year, you must pay us this fee in any year during which your business charter is not effective. We may also terminate your franchise.

Except as may be otherwise specified above, we impose all the fees in this table and you pay the fees to us. These fees, recurring fees, and assessments are non-refundable.

NOTES:

- (1) Stated fees are percentages of your Gross Volume of Business. “Gross Volume of Business” means the gross amount of all billings made by, on behalf of, or through the Franchised Business, or in connection with the Licensed Marks, regardless of whether the sales or billings were performed in compliance with the Agreement. The Gross Volume of Business excludes only shipping costs, sales taxes or similar taxes that by law you must collect. Below is a schedule of the monthly service and marketing fees you will pay us.

Monthly Gross Volume of Business Due the Earlier of (i) When Collected From Customer, or (ii) 120 days from the Customer Bill Date	Service Fee	Marketing Fee	Total
\$0-\$50,000	8.00%	1.00%	9.00%
\$50,001-\$100,000	7.00%	0.75%	7.75%
\$100,001-\$416,666	6.00%	0.50%	6.50%
\$416,667+	5.00%	0.25%	5.25%

The Total Service Fee paid to us is based on a weighted averaged determined by the Monthly Gross Volume of Business.

Example #1: Monthly Gross Volume of Business is \$40,000.00*

Gross Volume of Business	Service Fee	Marketing Fee	Total	Service Fee Paid
\$0-\$50,000	8.00%	1.00%	9.00%	\$3,600 (9% x \$40,000)
\$50,001-\$100,000	7.00%	0.75%	7.75%	\$0
\$100,001+	6.00%	0.50%	6.50%	\$0
Weighted Average of Total Service Fee: 9.00%				\$3,600 (total fees on \$40,000)

Example #2: Monthly Gross Volume of Business is \$80,000.00*

Gross Volume of Business	Service Fee	Marketing Fee	Total	Service Fee Paid
\$0-\$50,000	8.00%	1.00%	9.00%	\$4,500 (9% x \$50,000)
\$50,001-\$100,000	7.00%	0.75%	7.75%	\$2,325 (7.75% x \$30,000)
\$100,001+	6.00%	0.50%	6.50%	\$0
Weighted Average of Total Service Fee: 8.53%				\$6,825 (total fees on \$80,000)

Example #3: Monthly Gross Volume of Business is \$180,000.00*

Gross Volume of Business	Service Fee	Marketing Fee	Total	Service Fee Paid
\$0-\$50,000	8.00%	1.00%	9.00%	\$4,500 (9% x \$50,000)
\$50,001-\$100,000	7.00%	0.75%	7.75%	\$3,875 (7.75% x \$50,000)
\$100,001+	6.00%	0.50%	6.50%	\$5,200 (6.5% x \$80,000)
Weighted Average of Total Service Fee: 7.54%				\$13,575 (total fees on \$180,000)

* The above examples are for illustrative purposes only. They are not presented as actual or projected scenarios. We make no guarantee as to the total service fee you will pay to us. Based on your monthly gross volume of business, your actual total service fees may be higher or lower than the examples listed above.

If you are a Conversion franchise owner new to the Proforma system, and you can prove that sales of business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and/or related business supplies in primarily a business-to-business atmosphere during the previous twelve months prior to signing an Agreement were at least \$500,000 according to the company's most recent tax return or financial statement, for the first 6 months following the Business Commencement Date, your Service Fees will be 4% and your Marketing Fee will be 0.5%, regardless of gross volume of business. Thereafter,

your fees shall be the same as are described above. We collect our Service Fees and Marketing Fees upon the earlier of (i) when the customer pays, or (ii) 120 days from the customer bill date (as provided for in the Manual).

- (2) Support fees collected will cover costs associated with the voice message box, voicemail, e-mail, one proprietary business management software license, and servicing the proprietary business management software operating system. The monthly Communication and Technology Support Fee will include four (4) e-mail addresses for those Owners with sales volumes up to \$1,000,000. Thereafter, an additional three (3) e-mail addresses will be included in the monthly Communication and Technology Support Fee for every additional \$1,000,000 incremental sales volume. If you require more than the allotted e-mail addresses per your sales level, you may purchase additional e-mail addresses in minimum blocks of three (3) for an additional \$100.00 per month per block (the "E-Mail Fee"). These fees are subject to change at any time upon 30 days' advance notice.
- (3) In the ordinary course of business, we will send invoices to your customers, pay suppliers for products you have ordered from money we have collected from your customers, deduct amounts to which we are entitled, and remit the balance to you. Except as described in this disclosure document, we do not impose or collect any other fee of any nature whatsoever on behalf of any third parties. We will bill your customers, and contact those who have not paid us within 38 days of the invoice billing date. Thereafter, we will consult with you about choosing a collection agency or about taking other collection action. You are liable to us for the amount owed under the terms of the agreement on each invoice. Although we may in good faith settle or adjust disputes or claims directly with your customers without affecting your liability to us, we will not sue to collect from any of your customers without your written approval. If (i) you do not bill your customer within 45 days of the vendor invoice, or (ii) your customer does not pay the invoice within 75 days of the invoice billing date, we reclaim the product costs out of your net proceeds.
- (4) At any time following the effective date of the Agreement, you may terminate this Agreement without cause by giving us at least 60 days' prior written notice, and by paying us all amounts you owe us, plus an Account Acquisition Fee for all customers if you desire to service any customer not listed on Schedule 1 of your Franchise Agreement. Schedule 1 lists significant customers of your business before you were a Proforma franchise owner. The Account Acquisition Fee shall also apply if we terminate the Agreement. The "Account Acquisition Fee" is an amount equal to 24 times the average monthly Service Fee and Marketing Fee you owed us during the most recent 24 months of the Agreement (regardless of whether you owned your franchise for a full 24 months or whether you have signed a Renewal Agreement) on all sales to customers which are not listed in Schedule 1 of your Franchise Agreement. The Account Acquisition Fee shall not be due and owing to us if you and your guarantors execute (i) an agreement in form and substance acceptable to us whereby you agree for one (1) year that you will cease selling products and/or services that are in the same or similar products and/or services offered by us (or by our franchise owners) to each and every one of your customers not listed in Schedule 1, and (ii) a general release of all claims against us. If this is a Renewal Agreement, only those customers identified on your original Schedule 1 of your initial franchise agreement shall be included on this Renewal Agreement's Schedule 1.

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment Is To Be Made
Initial Franchise Fee:		Lump Sum	Not Applicable	N/A
Relevant Industry Experience	\$0			
Conversion Franchise (NOTE 1)	\$0			
Computer Hardware (NOTE 2)	\$0 - \$4,000	Lump Sum	Pre-Opening	Third Party
Internet Service Provider And Anti-Virus Software (NOTES 2, 3)	\$30 - \$200	Lump Sum	Pre-Opening	Third Party
Equipment, Fixtures, Fixed Assets and Stationery (NOTE 4)	\$700 - \$3,000	Lump Sum	Pre-Opening	Third Party
First Month Pre-Opening Lease, Rent & Security Deposit (NOTE 5)	\$0 - \$2,000 for Proforma franchise owners	Lump Sum	Pre-Opening	Third Party
Utility Deposits, Insurance, Licenses, Business Entity Registration (NOTE 6)	\$300 - \$4,000	Lump Sum	Pre-Opening	Third Party /Us
Travel, room and board for Initial Training (NOTE 7)	\$0 - \$2,000	As Incurred	As Incurred	Third Party
Supplemental Training Fee (NOTE 7)	\$0 - \$495	Lump Sum	30 days after training	Us
Additional Funds Incurred during the initial phase, which usually lasts 3-6 months. (NOTE 8)	\$6,000 - \$12,000	As Incurred	As Incurred	Third Party
TOTAL:				
Relevant Industry Experience	\$7,030 - \$27,695			
Conversion Franchise:	\$7,030 - \$27,695			

The above represents the total estimated investment required of a Proforma franchise owner. We do not finance any part of your initial investment. No payments are refundable.

NOTES:

- (1) There is no initial franchise fee for a Proforma franchise if you have the requisite “Relevant Industry Experience” or are a “Conversion Franchise” as defined in Item 5, and otherwise meet our qualifications.

- (2) Our proprietary business management software is a web-based application and is typically accessed from a desktop or laptop computer that can run the latest version of the Chrome, Firefox, Safari, or Microsoft Edge web browsers. We do require that any desktop computer or laptop computer that is used to access our business management software have antivirus software installed with active support and daily definition updates. As long as the hardware is compatible with the software, you will not need to invest in additional computer hardware. Otherwise, you may obtain the hardware from any source.
- (3) You must subscribe to an Internet Service Provider (“ISP”) and maintain this service during the term of the Agreement. We recommend that your Internet connection speed be at least 100M bps or higher. ISPs typically charge \$100 or more per month. The actual cost may be more or less than our estimate.
- (4) To facilitate ongoing communications between us and you, customers and vendors, you must obtain an electronic mail (e-mail) address from Proforma for use in the Franchised Business. The estimate includes the price of installation of a voice message box and service of an ISP. The charge for an email account, additional email accounts and a voice message box are included in the monthly Communication & Technology Support Fee of \$100.00, which includes four (4) e-mail addresses for those Owners with sales volumes up to \$1,000,000. Thereafter, an additional three (3) e-mail addresses will be included in the monthly Communication and Technology Support Fee for every additional \$1,000,000 incremental sales volume. Owners not meeting the appropriate sales level and requiring more than the allotted e-mail addresses may purchase additional e-mail addresses in minimum blocks of three (3) for an additional \$100.00 per month per block (the “E-Mail Fee”). This monthly fee was previously included in our Item 6 disclosure above. Additional voice message boxes are \$10.00 each. The voice message box is accessed through an “800” line hook-up. You will receive a bill for any charges associated with rental. These costs were included within the \$700 - \$3,000 amount disclosed for “Equipment, Fixtures, Fixed Assets and Stationary in our Item 7 table above. However, we may reduce the amounts you otherwise would be billed for usage costs if we provide significant training or support to you through the voice mail system. You must, at all times, maintain one published telephone line exclusively dedicated to the Franchised Business. We recommend you initially purchase at least 500 business cards, 500 letterhead, 500 envelopes, and 25 sheets each of mailing and shipping labels to commence operating your Franchised Business. The actual cost may be more or less than our estimate.
- (5) Proforma franchise owners normally commence operating their Franchised Businesses from a home-based office space. Some may choose initially to operate this business from a leased office space. They will typically commence operating the business themselves as the sole employee, and hire additional staff as the volume of business or your knowledge of the Franchise System warrants it.
- (6) At your own expense and before beginning your Franchised Business, you must procure and maintain in full force and effect throughout the term of the Agreement, comprehensive general liability insurance policy covering the operation of the Franchised Business and the types of insurance enumerated when your circumstances warrant it: “all risk” of physical loss, and as the business warrants, content coverage, general casualty loss and business interruption insurance, employer’s liability, Worker’s Compensation insurance, and additional policies as may be

required under your local laws or ordinances. The insurance coverage must have a minimum of \$1,000,000 general liability and list “PFG Ventures, L.P., 8800 East Pleasant Valley Road, Cleveland, OH 44131” as an additional insured. We estimate that the insurance will cost you between \$300 and \$1,000 per year. The actual cost may be more or less than our estimate. Each policy must name us and the Franchisor-Related Persons/Entities (us, our affiliates and our respective officers, directors, employers and representatives) as additional named insureds; will contain a waiver of all subrogation rights against us, our affiliates (if any), the Franchisor-Related Persons/Entities and any successors and assigns; and must provide 30 days’ prior written notice to us of any material modifications, cancellation, or expiration of the policies. You must operate your Proforma franchise only through an established registered business entity (corporation, partnership or LLC). You may incur legal, accounting and/or filing fees to set up your business entity.

- (7) You will either attend your initial training virtually, at your location, or at our Cleveland, Ohio or Tampa, Florida facility. If we provide training at our facility, you must pay for all costs of travel, meals, additional training materials, and lodging incurred during initial training. We cannot estimate in this document your travel or living costs during training, given the many variables involved. The above estimates do not include living expenses for you or your family or any employees that you may bring to training.
- (8) During the initial phase of operating your Franchised Business you may require access to additional funds to pay expenses until your business generates sufficient cash flow to pay them. The initial phase usually lasts 3-6 months and requires a minimum of \$6,000-\$12,000 in additional funds. This figure represents employee wages, legal and accounting fees, operating supplies, office supplies, debt service, automobile expenses, telephone expenses and other ongoing charges. We anticipate that you will use your existing automobile in operating your franchise. Your costs will depend on how closely you follow our methods and procedures; your business skill, experience and acumen; local economic conditions and competition; the local market for promotional products; and the sales level reached during the initial period. These estimates have been made based on nationwide average costs, prevailing market conditions, the experience of our franchisees, our over thirty-five years of experience in the promotional products industry and our experience in the business supporting Proforma franchises. You should review this amount carefully with a business advisor before deciding to purchase the Franchised Business. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting or operating your Franchised Business. We recommend you have access to sufficient funds in the event you need it.

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as noted below, you will not be required by the Agreement or any other document to purchase or lease from us or our designee any real estate, services, supplies, products, fixtures, equipment, inventory, or other goods relating to the operation or establishment of the Franchised Business. None of our officers owns an interest in any approved suppliers.

We have an affiliate, ProTeamUp, that provides an optional service for our franchise owners to engage a dedicated full-time customer service representative on a contractual basis. You are not obligated to use ProTeamUp.

Standards and specifications for products and services sold through your Franchised Business may include minimum standards for delivery, performance, warranties, product design and appearance, customer service and other restrictions. We issue and modify our standards and specifications based on our experience in franchising, and our Owners' experience in operating their Franchised Businesses. Our Manual or the Proforma System will contain these standards and specifications. Currently, we estimate that the purchases that you will make under our standards and specifications represent approximately ninety-nine percent (99%) of your total purchases in establishing, and approximately ninety-nine percent (99%) of your total purchases in operating, your Franchised Business.

You may purchase products meeting these standards and specifications from any source or supplier, although we believe open account financing may be more readily available to you from our approved suppliers than from others. All supplies or materials, products or services you purchase or sell must always meet the standards specified in the Manual or the Proforma System, and must be purchased from suppliers that we have approved. We approve suppliers by confirming they are a bonafide supplier of goods being purchased, and that we are able to enter them into our system for order placement and payment. We approve all suppliers who are able to provide products meeting our standards and specifications. We do not charge fees to evaluate products or vendors, and will typically notify you of the results of our review within 48 hours of request. We benefit from offering an array of good products and vendors. Except as approved by us, no franchise owner is an approved supplier. Our approval of a supplier only means that the supplier is a bonafide supplier of goods being purchased, and that we are able to enter the supplier into our system for order placement and purchase. Our approval is not a representation or warranty as any performance of the supplier or the quality of the products or services it provides to you.

We may modify our standards and disapprove a supplier when we determine that the quality or performance of a product or the production capacity of a vendor is likely to lead to customer and/or your dissatisfaction. Disapproved suppliers are removed from our business management system. We have no formal process for modifying standards specified. We expect to change our standards and to disapprove a product or supplier in only limited circumstances where a supplier no longer meets our then-current standards. We have the right to bar you from using or selling items which do not comply with our standards of quality and utility.

You must pay us the monthly Communication and Technology Support Fee of \$100.00 each month, which includes four (4) e-mail addresses for those Owners with sales volumes up to \$1,000,000 and also includes a "voice message box" with each additional voice message box provided at \$10.00 each. Thereafter, an additional three (3) e-mail addresses will be included in the monthly Communication and Technology Support Fee for every additional \$1,000,000 incremental sales volume. Owners not meeting the appropriate sales level and requiring more than the allotted e-mail addresses may purchase additional e-mail addresses in minimum blocks of three (3) for an additional \$100.00 per month per block (the "E-Mail Fee"). These fees are the charges we incur on your behalf for this service. You will receive, at no charge, one e-mail account. You must use or access this e-mail account for the Franchised Business either directly or by forwarding it to another e-mail account you regularly use. Each additional email account is at no initial cost and is part of the monthly Communication and Technology Support Fee. The features will be provided through Proforma. The provider is subject to change at any time without notice. Standard mailbox size is 50mb. You must use our proprietary business management software and the hardware we prescribe within 15 days of the Commencement Date of the Agreement.

Under our proprietary business management and e-commerce software, if we determine that revisions are appropriate, we may require you, following at least 30 days' notice, to use them. The Agreement does not contain

any limitation on the frequency or cost associated with these changes. However, we will not require you to undertake any of these changes unless all similarly situated franchise owners are subject to substantially the same requirement.

You may only use marketing materials, advertising materials, printed materials, packaging and forms that meet our standards and specifications. You may offer to customers all products and services we may approve, and only those which meet and which are not subsequently disapproved as meeting our quality standards and specifications.

You must procure and maintain in full force throughout the term of the Agreement the insurance coverage described in Item 7, Note 6, of this disclosure document, and in our Manual from insurers. The insurance coverage must have a minimum of \$1,000,000 general liability and list “PFG Ventures, L.P., 8800 East Pleasant Valley Road, Cleveland, OH 44131” as an additional insured. We estimate that the insurance will cost you between \$300 and \$1,000 per year. We approve all major national insurance companies and we are only likely to revoke approval of a carrier if a major insurance rating company publishes a report expressing doubts about the company’s soundness or ethics. You may only own, operate or participate in Internet or worldwide web sites or home pages offering our Products and Services which we furnish or which we approve. There will be charges for approved e-commerce services we provide you that will be outlined in the Manual.

If you choose to have a web page which is a part of our web site, we may charge you a fee to cover direct and indirect costs of making the site available to you.

Although we do not sell any items to you that you are required to purchase, other than our proprietary business management software license, the communication and technology support, and servicing our proprietary business management software operating system discussed above, you must place orders for all products ordered for your customers through our system directly with the appropriate manufacturers. You select the vendors and the prices you wish to charge; we facilitate the accounts payables and accounts receivables, assist with the collection from your customers, and remit net proceeds to you.

We will allocate to ourselves on a monthly basis from payments we receive from your customers, the price of the products shipped to your customers, as well as all amounts you owe us. As a result of our use of this System, we are able to help new franchise owners establish credit and obtain the benefit of negotiated prices based upon system-wide purchases. Our volume purchasing may enable you to obtain volume pricing for products or services you purchase from certain vendors. You will not receive any material benefits beyond those related to each transaction if you purchase from our approved vendors.

You must direct all customers of your Franchised Business to pay us directly for all products and services you sell them. We have negotiated agreements with many potential suppliers who will ship products to you or your customers on credit. As a result of the purchasing power of the entire Proforma franchise network, and certain commitments we have made to the suppliers, many suppliers will not require payment until 30 days following shipment. To facilitate and enhance the relationship with such suppliers, we issue invoices to your customers, and may advance payment on your behalf to the supplier before the customer has paid you or us. We often do this to receive “prompt payment discounts,” which we are entitled to keep under the terms of the Agreement. These discounts have historically helped defray the credit costs we pay to our vendors and they may in the future, generate a small net profit for us.

You must agree to participate in and be bound by the decisions of the Owner Advisory Council (“OAC”) and/or the decisions of any association of Proforma franchise owners or any cooperative established and operated

pursuant to standards prescribed or approved by us. Only if we give our assent to a decision of the OAC, a franchisee association or cooperative, will the decision bind you. We are not aware of any Proforma franchise owners' association or cooperatives. All franchise owners automatically have the right to vote for members of the OAC before our Annual Convention (or as we may otherwise determine in our sole discretion), which is currently limited to nine (9) elected franchise owner representatives. The OAC provides us with advice on issues affecting most aspects of the Proforma System. We value the OAC's advice, but we are not obliged to follow it. The OAC may be modified or eliminated at any time without incurring any obligations or liabilities to you. Some or all of the OAC members advise us on uses of the Fund. Item 11 contains more information about the Fund.

Except for the email services and our proprietary business management software described above, neither we nor anyone affiliated with us is the only approved supplier for products meeting our standards and specifications.

Some vendors who regularly provide Products and Services to our franchise owners contribute to a program we designed and administered to support the sale of their Products and Services through franchise owners. These vendors, whom we call "Preferred Limited Partners" ("PLPs"), contribute payments to our "PLP Resource Center" ("PLPRC") in the expectation that you will more aggressively support sales of their Products and Services. The PLPRC is used to promote the Proforma System (including the credit insurance program) and the PLPs' Products and Services only.

We administer the PLPRC to support your sales. You do not contribute to the PLPRC, nor do you have any voice in how the contributions are spent. We do not audit the PLPRC, nor are independent financial statements prepared for your review. The Agreement neither obliges us to create, operate or administer the PLPRC, nor gives you any rights or interest in it. We may change or end the PLPRC at any time without incurring any liabilities or obligations to you.

PLPs contribute to the PLPRC an annual fee and/or a variable fee averaging 2% to the PLPRC. This percentage amount is based on what is purchased by you from a PLP. Moreover, they agree to make their best pricing or servicing available to our franchise owners and agree not to raise prices to franchise owners to recoup their contributions. PLPs are approved suppliers to whom we provide special communications, opportunities and other forms of access to you. You are not required to do business with PLPs. On occasion, our franchise owners complete a survey for us to determine their level of satisfaction with the performance of the current PLPs in our program. This information may be shared with our franchise owners. You must contribute up to 1% of your Gross Volume of Business to our marketing fee for the purpose of a marketing fund ("Marketing Fund" or "Fund") as described in Item 11. The Fund also receives revenues from vendors who, among other things, purchase advertisements in our newsletters, direct mail programs, event registrations and sponsorships, and it may receive rebates paid by some vendors based upon franchise owners' sales volumes as prescribed in Paragraph 5(e), Page 3, of the Agreement. We do not contribute to the Fund, although we may do so.

Credit Insurance Program

We offer you the opportunity to purchase a credit insurance program that applies to all customer accounts with a balance greater than \$75,000. The PLPRC partially funds the credit insurance program. Subject to eligibility requirements, the following coverage is provided under the credit insurance program: Named Coverage-Customer Accounts currently at or expected to exceed \$75,000 are provided with optional coverage up to 90% of the invoiced amount and the maximum claim allowed is determined by the insurance carrier on a per customer case-by-case basis,

with an aggregate maximum policy allowance of \$6,000,000 for all system-wide claims. Our prescribed customer due diligence is required and such requirements may change from time to time. For Named Coverage-Customer Accounts, you will be billed monthly at a cost to you of one percent (1%) per annum of the optional named coverage, with the PLPRC funding the remaining balance of the credit insurance program.

Insurance coverage must be applied for prior to the shipment of a customer order. All claims under the credit insurance program must be filed within 120 days from the invoice due date. Insolvency claims must be filed immediately, but no more than 90 days after the date of insolvency. Subject to the insurance carrier and/or our decision, eligibility and due diligence requirements include, but are not necessarily limited to, trade references, bank references, credit reports, financial statements, and payment experience of a given customer. Eligibility requirements may change from time to time without notice.

Any customer account under \$75,000 and not paid for you is not covered by the credit insurance program provided by us. Failure to follow the established eligibility requirements may deem your credit insurance application and/or coverage void, incomplete or ineffective. Your utilization of the credit insurance program creates no obligation, duty, or liability on our part.

The Agreement neither obligates us to create, operate, maintain, or administer the credit insurance program. We may change or cancel this credit insurance program at any time in our sole discretion without any obligation or liability to you.

Revenue

Except as described in this disclosure document neither we, nor persons affiliated with us, derive other revenue or compensation from your purchases of goods from approved suppliers or as a result of any required purchases or leases. We derive revenue from prompt payment or volume discounts, rebates and/or promotions, based on your purchases. During 2022, we received \$285,200 (0.75% of our 2022 total revenues) from those sources. The PLPRC receives payments collected from PLPs, as well as all volume discounts, rebates and promotional payments we receive because of our franchise owners' purchases. During 2022, payments to the PLPRC were \$3,404,200 or 10.2% of our total revenues of \$38,043,900. We derived these figures from our internal financial statements. You will not receive any material benefits beyond those related to each transaction if you purchase from our approved vendors.

9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	2a	11, 12
b. Pre-opening purchases/leases	7g, 7h	5, 6, 7, 8
c. Site development and other pre-opening requirements	Not Applicable	Not Applicable
d. Initial and ongoing training	4a, 4b, 7d	11
e. Opening	7d	11
f. Fees	5	5, 6, 7, 10

Obligation	Section in Agreement	Disclosure Document Item
g. Compliance with standards and policies/operating manual	1b, 1c, 1d, 2a, 2b, 6a, 7, 8	7, 8, 11
h. Trademarks and proprietary information	1c, 6, 8	13, 14
i. Restrictions on products/services offered	1d, 2b, 7a, 7b, 8	8, 16
j. Warranty and customer service requirements	7, 13	16
k. Territorial development and sales quotas	2, 13a(iii)	12
l. Ongoing product/service purchases	7	8, 16
m. Maintenance, appearance, and remodeling requirements	Not Applicable	Not Applicable
n. Insurance	15	7, 8
o. Advertising	4a ii, 4b, 5e, 7i, 9	6, 11
p. Indemnification	17	Not Applicable
q. Owner's participation/management/staffing	7d	15
r. Records and reports	7, 10	Not Applicable
s. Inspections and audits	10	Not Applicable
t. Transfer	12	17
u. Renewal	Not Applicable	Not Applicable
v. Post-termination obligations	11, 14	17
w. Non-competition covenants	11	17
x. Dispute resolution	19, 21	17
y. Other (describe)	Not Applicable	Not Applicable

10. FINANCING

We do not offer direct or indirect financing for an initial franchise fee of your Franchised Business. We do not refer or place financing on your behalf with any lenders, nor receive any consideration from lenders in referring you for financing or otherwise. We do not guarantee your note, lease or obligation. The Agreement authorizes us to invoice your customers, collect your account receivables, and pay your suppliers and certain other fees from the receivables we collect. You receive the balance after paying suppliers, our fees and other amounts to which you have agreed to pay us.

Sometimes we advance funds on your behalf to pay your suppliers before we have received payment from your customers. To facilitate these advances, we have obtained a line of credit from a third-party institutional lender, U.S. Bank, National Association, which requires the pledging of all of your receivables and other assets as collateral for all advances made pursuant to this line of credit. We reserve the right to change lenders and/or modify the terms of our financing arrangements at any time. We receive no consideration from U.S. Bank, National Association other than a line of credit, which we may use to provide prepayment to your suppliers before we have received payment from your customers.

At our discretion, we may advance money on your behalf to pay vendors for products before we have received payment from your customers. Our current policy provides that if we have not received the corresponding customer payment within 75 days of the customer invoice date, or you have not billed the customer with 45 days of us paying

a vendor on your behalf, any money we advanced on your behalf to pay vendors for products is immediately due and owing, and we have the right to deduct any vendor payments from your net proceeds. Therefore, we will require you to satisfy our credit requirements before we grant you a franchise. We also will require you to provide us with a personal guaranty ("Personal Guaranty"), and we may require you to provide us with additional collateral if we agree to advance payments on your behalf. Any costs we incur to prepare, file, perfect or to foreclose on the collateral must be paid by you. If in our opinion your personal assets are inadequate security for credit we may extend to you or to your Franchised Business, we also may require a Personal Guaranty from your spouse or from another creditworthy person. This may place their assets at risk. (See Guaranty of Franchise Owner's Undertakings.) If your marital status changes, we may require you to obtain a new Guaranty of Franchise Owner's Undertaking which you and a Guarantor will be required to execute.

We do not assume any liability or obligation to advance funds on your behalf.

The financing document, Exhibit D, is titled "Receivables and Security Agreement" ("Receivables Agreement"). Pursuant to the Receivables Agreement:

a. You sell us your accounts receivables. Additionally, you must grant to our lender a first priority security interest in all your accounts receivable and other assets to secure amounts we owe the lender because of advances we have made on your behalf, fees you owe us under the Franchise Agreement, and for general corporate purposes. You must also grant to us a subordinated security interest in all of your accounts receivable, inventory and other assets to secure payment and performance of all of your obligations owed to us;

b. The sale of and the granting of a security interest in your accounts receivable will be recorded on UCC Standard Forms 1 and 3, Exhibits D-1 and D-2, and filed with the Secretary of State or any other entity as the laws of your jurisdiction permit for the recordation of security interests. You agree to appoint us as your attorney-in-fact to sign UCC financing statements and other documents on your behalf to evidence and to perfect the security interests described above;

c. You agree to sell and we agree to buy at the gross invoice amount, but subject to actual collection, all of your accounts receivable arising out of the Franchised Business. As payment for your accounts receivable, we agree to remit to you the net proceeds of the amounts we collect from your customers. "Net Proceeds" equals gross collections, less payments made to your suppliers, less prompt pay discounts taken by us, and less payments due to us pursuant to the Agreement or other agreements you have with us;

d. If a customer pays you directly, we deem that the entire amount you receive as held in trust for us as our property. You must immediately turn over to us the check or other form of payment you have received. Your failure to do so or to provide us with complete information about the relevant transactions is a basis for termination of your Franchise and imposes upon you a duty to pay us three times the amount you have failed to send us;

e. You irrevocably appoint us or our designee as your attorney-in-fact, to endorse in your name any notes, acceptances, checks, drafts, money orders, or other remittances, invoices, freight, or express bills or bills-of-lading, storage receipts, warehouse receipts, or other instruments or documents in respect to the accounts receivable; to sign your name to drafts against you, assignments, or verifications of the receivables and notices to your customers; to change your post office address if you cease business, breach or terminate the Agreement, breach the Receivables Agreement, or if for any reason we feel insecure about your ability or willingness to honor the Receivables Agreement;

f. If you discontinue operating the Franchised Business, we may purchase your remaining accounts receivable; and

- g. The Receivables Agreement terminates when the last of the following events to occur has occurred:
 - i. You have paid us for the accounts receivable;
 - ii. We have performed our collection obligations with respect to the accounts receivable; and
 - iii. You have repaid us any sums the Receivables Agreement, the Franchise Agreement or any other agreement we have with you requires you to pay us.

You are not required to pay any factoring or finance charges in connection with the Receivables Agreement.

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

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

Pre-Opening Assistance

Listed below is the assistance we provide you. Before you begin operating a Proforma franchise, we will provide you with the following:

- a. Customized online or on-site training in the operation of the Franchised Business with emphasis on the Proforma System. Subject to the availability, you may attend as many training sessions as you deem necessary to acquire competence in the operation of the Franchised Business. We may conduct training online, at your location, or at our Cleveland, Ohio or Tampa, Florida facility. We will provide and pay only for the training instructors and required training materials, and you will pay all other costs and living expenses incurred during and in connection with the training. (Agreement Paragraph 4a(i), page 2) All future "Paragraph" references will be to the Agreement.
- b. Electronic access to the Confidential Operations Manual (Paragraph 4a(ii), page 2).
- c. One proprietary business management software license (Paragraph 4a(iii), page 2).
- d. Access to the optional Proforma Selling System Tools at our standard fees (Paragraph 4a(iv), page 2).

Ongoing Assistance

During the term of the Agreement, we will provide you with the following:

- a. Marketing and sales techniques designed to assist you to create, maintain and grow relationships with new and existing customers. (Paragraph 4b(i), page 2).
- b. Our standard sales service support program, including telephone consultation with you concerning sales and marketing strategies, sourcing, and other vendor related information and services related to customer needs, as well as answers to manufacturers' and customers' questions regarding orders. (Paragraph 4b(ii), page 2).
- c. Invoicing your customers, paying your suppliers, including us, from cash receipts of the Franchised Business, and paying net receipts to you on a twice monthly basis, all in accordance with Paragraphs 4 (page 2), 5 (page 2) and 7 (page 3) of the Agreement. (Paragraph 4b(iii), page 2).
- d. Monthly reports reflecting your gross billings, receipts, outstanding customer account balances and other statistical information which will reflect the monthly sales of the Franchised Business. (Paragraph 4b(iv), page 2).
- e. Cash flow analysis. (Paragraph 4b(v), page 2).
- f. Advertising and marketing materials for our standard fees. (Paragraph 4b(vi), page 2).

We may also offer other services as well. While there may be a cost for some of these services, they are not required. Such cost may change from time to time, and these services may be changed, modified, or canceled at any time without any liability or obligation to you. Such optional services currently include: Prospect and lead identification programs; appointment setting programs; sales presentation tools; sales and marketing literature; sales and customer service staff recruitment program; product importing assistance; personalized catalogs, merger and

acquisition support programs; website marketing programs; North American Major Account programs; product knowledge and selling skills training programs; personal business success coach programs; credit insurance; ideas network; and recognition programs. You will also have the option to engage our affiliate, ProTeamUp, to provide the services of a dedicated full-time customer service representative on a contractual basis. Such costs of ProTeamUp may change from time to time, and these services may be changed, modified, or canceled at any time without any liability or obligation to you. We do not establish minimum and/or maximum pricing under which you must sell products and services; however, we do recommend that you establish your pricing greater than the cost of such products and services. If we appoint a business success coach to assist you, we will not charge you an additional fee for his or her services as defined by the then-current coaching offering.

We may delegate some or all of the obligations outlined above to third parties. However, we will be liable to you for fulfilling the obligations of the Agreement.

Marketing Fund (“Marketing Fund” or “Fund”)

We will withhold from amounts we collect on your behalf monthly marketing fees up to 1% of your prior month’s Gross Volume of Business (Paragraph 5(d), page 3 of the Agreement). These amounts become a part of the Fund. We may use the Fund for any expense reasonably related to the marketing department, marketing materials, public relations, promotional activities, branding, business development initiatives, positioning in the marketplace, market research, including the cost of promoting Proforma, our Products and Services on the Internet, salaries, technology initiatives, agencies, equipment and associated overhead.

Our affiliate, GSL, neither pays Marketing Fees nor uses the products and services offered by the Marketing Fund.

We are not obligated to provide you or any other franchise owner with marketing which benefits you directly or proportionately to your (or their) contributions. However, we do make available to you certain strategic marketing programs subsidized by contributions to the Fund. The actual programs offered vary based in part on recommendations of the OAC.

Materials and programs offered to you fall into different funding categories: fully funded (made available at no additional cost to you); partially funded (made available to you at a discounted price); and underwritten (Fund financially underwrites development and production expense, and you purchase without Fund subsidy). With approval of our OAC or other group of franchise owners described in Item 8, we may spend the Fund for projects other than marketing, business development initiatives, and technology initiatives as described above. You are not required to use these materials and programs.

You may use marketing materials, which you develop only after we have given you written approval to use them. If you are using our Licensed Marks, all marketing material must adhere to our standards published in Proforma’s Visual Identity Standards Guidelines Manual.

We have complete discretion over how we spend the Fund, subject to the conditions described above. However, we regularly consult the OAC about uses of the Fund. The Agreement does not require this practice and is subject to change. Although the OAC serves in an advisory capacity only and we have the legal right to discontinue consulting with it, we have worked with the OAC to develop the present system because we believe it has well served the needs of the Proforma System.

We do not have local or regional marketing cooperatives. If any are ever established, you may be required to participate in their activities. We have not formulated any policies or procedures for use by a cooperative. If we decide to form one or more cooperatives, and to require your participation, we will notify you of our requirements at that time.

We administer the Fund in consultation with the OAC. We make monthly reconciliation of the Fund and we provide detailed reports each month to the OAC Membership. The Fund is not audited. You may obtain information and a summary financial statement concerning the Fund by contacting us. During the calendar year ending December 31, 2022, we spent the proceeds of the Fund in the following way:

Production of brochure, selling materials, promotional items, catalogs	27%
Business and Lead generation programs, marketing services, list rental, database services, direct mail	52%
Marketing Customer research, fund oversight, trade associations, office and other expenses	21%

We, or a designated agent or affiliate, will administer and direct all expenses of the marketing fee in a way we deem best. We do not use any advertising funds to solicit new franchise sales. The Fund consists of all marketing fees we collect from both Proforma franchise owners. We may use the Fund for any expenses reasonable and related to the marketing department, advertising, public relations, promotional activities, market research, business development initiatives, lead generation, and technology initiatives (collectively “marketing”) including, without limitation, the cost of salaries, agencies, equipment and associated overhead, and promotion of Proforma, and our Products and Services on the Internet. We may use any regional or national media to conduct advertising, including Internet, postal and email campaigns, large publications, presence at industry trade shows and/or seminars either via in-house advertising or national or regional third-party advertising agencies. Although we may use the Fund to provide marketing assistance to individual franchise owners based, in part, on their contributions to the Fund, we are not obliged to provide you or any franchise owner with marketing which benefits you directly or in proportion to your contributions, or to spend amounts contributed by Proforma franchise owners in proportion to their groups’ contribution to the Fund. Pursuant to Paragraph 7(i) of the Agreement, with approval of the Proforma Owner’s Advisory Council, we may spend the Fund for projects other than “marketing.” Neither Proforma, Inc. nor we are obliged to contribute any amount to the Fund. We have no advertising cooperative.

Except as described above, we are not obliged to spend any amount on marketing in the area where you will operate your Franchised Business. At year’s end, any unexpended sums in the Fund remain there. The Fund will pay for taxes if the Fund is subject to taxes. We only account for how we spend the resources of the Fund in the manner described above. We devote none of the Fund to projects which are principally designed to solicit the sale of Franchises.

Besides the Fund we operate, the PLPRC described in Item 8 promotes our franchise owners’ businesses. The Agreement neither gives you any rights or interest in the PLPRC, nor imposes any duties on us relating to it. We may change or end the PLPRC at any time without any obligation or liability to you.

Computer Systems

You must acquire from us a license to use and utilize our proprietary business management software in the operation of your Franchised Business. You must use our proprietary business management software to electronically communicate your customer purchase orders and vendor billing information to us. Our proprietary business management software was developed by Proforma.

The cost to purchase the computer hardware ranges from \$0 to \$4,000, depending on whether you already own the necessary computer hardware (described below). You only may acquire our proprietary business management software from us. You do not have to pay us a fee to acquire our proprietary business management software. The annual cost to you for one proprietary business management software license and the Communication and Technology Support Fee is \$1,200, which includes our proprietary business management software incremental support. The fees are subject to change at any time upon 30 days' advance notice, and are billed monthly. In addition, we estimate that the annual cost of any additional optional or required maintenance updating, upgrading or support contracts will range from \$0 to \$100 per year.

We are not required to develop revisions of our proprietary business management software. Under our proprietary business management software, if we determine that revisions are appropriate, including mandatory use of our e-commerce platform, we may require you, following at least 30 days' notice, to use them. The Agreement does not contain any limitation on the frequency or cost associated with any upgrades or updates to the computer system, including our proprietary business management software.

We do not intend to authorize the use of any other comparable software program in the near future.

Under our proprietary business management software we have independent access to the information that will be generated or stored. We own this information that is generated or stored and may access this information for any reason whatsoever. There are no contractual limitations of our right to access and use the information.

Our proprietary business management software is a web-based application typically accessed from a desktop or laptop computer that can run the latest version of the Chrome, Firefox, Safari, or Microsoft Edge web browsers. We do require that any desktop computer or laptop computer that is used to access our business management software have antivirus software installed with active support and daily definition updates. As long as the hardware is compatible with the software, you will not need to invest in additional computer hardware. Otherwise, you may obtain the hardware from any source.

We may disable our proprietary business management software without liability to you after notifying you of a default or upon the termination of your Agreement.

You must use our proprietary business management software and the hardware we prescribe within 15 days of the Business Commencement Date of this Agreement. If we implement a successor to the proprietary business management software system currently in use, you will be required to use the successor system and execute a license agreement at that time. You may incur additional costs, including licensing costs, to use the successor system. Under a successor system, if we determine that revisions are appropriate, we may require you, following at least 30 days' notice, to use them if the benefits warrant it. The Agreement does not contain any limitation on the frequency or cost associated with these changes. Except as stated above, we are not obligated to assist you in obtaining hardware, maintenance or updates for your system.

Confidential Operations Manual

The table of contents of our Confidential Operations Manual is below. As of December 31, 2021, our Manual was a total of 72 pages. We reserve the right to modify the Manual at any time or provide the Manual's contents in another form or format.

Table of Contents (3 pages)

The Proforma System (1 page)

- Vision Statement
- Mission Statement
- Business Plan
- Values

Franchise Owner Code of Conduct (2 pages)

Network Relations (2 pages)

Social Media Guidelines & User Best Practices (1 page)

Referral Programs (1 page)

Proforma Resources (1 page)

- Legal Department
- Business Development
- Marketing
- Vendor Development
- E-Commerce
- Order Processing (O/P)
- Accounts Payable (A/P)
- Accounts Receivables (A/R)
- Operations
- Help Team
- Compliance

Franchise Agreement Compliance (6 pages)

- PFG Ventures, L.P. Franchise Agreement
- Franchise Agreement – Summary Pages (Summary)
- Schedule 1 (Summary)
- The Proforma Franchise Agreement – Table of Contents (Summary)
- Parties and Recitals (Summary)
- Grant of Franchise (Summary)
- Term and Renewal (Summary)
- Operating Assistance (Summary)
- Fees and Payments (Summary)
- Licensed Marks (Summary)
- Standards of Operation (Summary)
- Confidential Operations Manual (Summary)
- Advertising and Marketing (Summary)

Statements and Records (Summary)
Covenants (Summary)
Transfer and Assignment of Agreement (Summary)
Default and Termination (Summary)
Post Term Obligations (Summary)
Insurance (Summary)
Taxes, Permits and Indebtedness (Summary)
Indemnification and Independent Contractor (Summary)
Written Approvals, Waivers, and Amendments (Summary)
Enforcement (Summary)
Notices (Summary)
Governing Law; Waiver of Jury Trial (Summary)
Severability; Construction; Merger and Integration (Summary)
Acknowledgements (Summary)
Transfer of Business
Operating Violations
On-Hold Status
Default and Termination

Franchise Agreement Renewal Procedure (1 page)

Notification
Pre-Renewal Information/ Documentation

Sales and Marketing Information (1 page)

Sales and Marketing Fund Overview (SAM FUND)
PLP Fund

Infrastructure (7 pages)

Office Location
Telephone System
Telephone Communications
Proforma Voice Mail/Toll Free Number
Facsimile Communications
E-Mail Communications
Incoming Mail
Outgoing Communications
Overnight Packages
Office Equipment
Furniture
Electrical Outlets
Safe Deposit Box
Computer System
Filing Cabinet

Shelving Units
Account Maintenance File
Open Order File
Closed Order File
Financial Reports
Hiring Employees
New Hire Sourcing

Business Legal Structure (2 pages)

Business Entity
Minority Business Enterprise
Proforma Business Name
Tax Identification Number
Government Registration
Government Licenses
Bank Accounts
Electronic Funds Transfers
Authorization to Charge Sales Tax

Insurance (1 page)

General Business Liability
Credit Insurance
General Casualty Loss and Business Interruption Insurance
Credit Insurance
Health Insurance Coverage
Dental Insurance

Proforma Operations and Training Materials (4 pages)

Vendor Sourcing Guide Reference
Proforma Publications and Periodicals
Artwork
Satellite Office Resources
Ordering Marketing Brochures and Printed Items
Extended Absence from Office
The Business Plan
The Annual Plan

The Monthly Plan
The Weekly Plan
The Annual Business Audit
Graphics Standards

Vendors (5 pages)

The Vendor

Vendor E-Commerce Sites
Proforma Preferred Limited Partners (PLP)
Establishing Credit with Vendors
Paper Merchant
Typesetter
Graphic Designer
Warehousing
Proforma Bank Warehousing
Bulk Warehousing
Pick and Pack Warehousing
Promotional Products
Promotional Product Samples
Maintaining Good Relationships with Vendors

Order Entry/Operational Procedures (9 pages)

Preparing Quotes
Reviewing Quotes
Determining the Selling Price
Quick Calculations
Promotional Products Discount Codes
Service Fees
Service Fee Exceptions
Service Fee Rebates
Typesetting
Graphic Design
Proofs
Presenting Proposals
Proposal Information
Order Acceptance
Customer Credit
Customer Tax Status
Credit Insurance Program

Order Processing (5 pages)

Entering the Order
Purchase Order Instructions Required Fields
Completing the Purchase Order
Checking the Purchase Order
Order File
Open Orders Reports
Information Contained on the Open Orders Report
Order Acknowledgements

Order Changes or Cancellations
Expediting Orders
Processing the Vendor Invoice
Handling Customer Complaints

Order Processing Department (2 pages)

Processing Orders
Customer Bills/Invoices
Verifying Receipt/Processing of Customer Bills and Vendor Payment
Errors in Customer Billing and Vendor Payment Data
Adjusting Customer Billing and Vendor Payment Data
Reference Information for A Proforma Invoice
Remittance Advice Section
Closed Orders

Accounts Receivable (5 pages)

Remittance Information
U.S. Lock Box Instructions
U.S. ACH/WIRE/EFT Instructions
International Wire to U.S.
Canadian Deposit Instructions
Canadian Lock Box Instructions
Canadian WIRE/EFT InstructionsApplication of Customer Payments
Money on Account
Credit Card Payments
Accounts Receivable Collection Policy
Vendor Cost Reclaims
Net Proceeds Dates, Reports and Deposits
Net Proceeds Report Explanation
Account Receivable Aging Report Explanation
Sales Report Explanation

Technology (2 pages)

Proprietary Business Management Software
ProEMAIL
Proforma Success Network
Proforma Owner Facebook Group
On-Line Company Stores (E-Commerce)
Help Team

Business Development (4 pages)

Listening
Questioning
High Impact Questions

Feature & Benefits Presentation

Handling Objections

Selling Skills Model

Effective Proposals

Closing

Closing Techniques

Training and Recognition (1 page)

Policies for Proforma's Training Programs Include

Recognition

Proforma Industry Achievements and Rankings

Glossary (1 page)

Strategic Advisor

Business Advisor

AR Specialist (Collector)

Relationship Manager

Owner Advisory Council (OAC)

PLP/MVPLP

The Owner Advisory Council Overview (1 page)

OAC Officers

Regional Representation

Proforma Owner Advisory Council Bylaws (3 pages)

Article I – Name

Article II – Objectives

Article III – Membership

Section 1 – Eligibility

Section 2 – Representation

Article IV – Officers

Section 1 – Election of Officers

Section 2 – Term of Office - Officers

Section 3 – Duties of the Officers

Article V – Council Regional Representatives

Section 1 – Election of Regional Council Representatives (Members)

Section 2 – Term of Office - Members

Section 3 – Duties of the Members

Section 4 – Termination and/or Removal from Office or Membership

Article VI – Committees

Article VII – Meetings

Article VIII – Expenses

Article IX – Communications

Article X - Amendments

Location

We will neither select nor approve a site or area for the operation of a Proforma Franchised Business, nor assist with determining local ordinances, required permits, construction, installation of equipment or supplies. However, we may restrict where, to whom and by what media you may sell Products and Services.

Projected Commencement Date

You must commence business under the Agreement within 45 days of the Effective Date of the Agreement. Typically, our Franchise Owners commence business within 10 days to 45 days of signing the Franchise Agreement. Such time may be needed to complete your pre-operating requirements such as initial training, system training, uploading your data into our system, setting up an office, obtaining business supplies and complying with state and local licensing requirements.

Training

Before giving you the authorization to start operating the Franchised Business, we will provide you and/or your designated employees with three days of initial instruction in the operation of a Proforma Franchised Business, which will include our proprietary business management software system. The training takes place through a combination of on-site and remote sessions at either our Cleveland, Ohio Support Center, Tampa, Florida Support Center, your location, or remotely. We will coordinate the scheduling of your initial training and onboarding with you.

Depending on your historical industry sales volume, Proforma's training will consist of the following programs:

Onboarding Type	Sales Volume	Training
White Glove	Greater than \$2,000,000	10 Days At Your Location or Remotely; 2-3 Proforma Team Members
Concierge	\$500,000 - \$2,000,000	2-5 Days At Your Location or Remotely

In-the-field experience of our instructors that is relevant to the subjects they teach, and which is relevant to our operations, is from 5 to 50 years. Stanley T. Maxwell coordinates our training programs. He has been with Proforma for 5 years, and has over 15 years' experience in performance excellence methodologies, best practice sourcing, cost innovation strategies and operating models to improve resource constrained environments, finance and operational strategy, executive sales experience, relationship management, talent development and territory expansion; Additional training instructors include (i) Tammy Bladek, who has been with Proforma for 5 years, and has 4 years' experience in vendor/supplier relations; (ii) Les Edwards, who has been with Proforma for 6 years, and has 22 years' experience in project management, information technology, customer service and business operations; (iii) Steven Hillegass, who has been with Proforma for 18 years, and has 16 years' experience in information technology and system platforms; (iv) Rich Merunski, who has been with Proforma for 24 years, and has over 45 years' experience in order processing and office administration; (v) Maria Montana, who has been with Proforma for 20 years, and has 30 years' experience in accounting and business operations, including net proceeds and reporting; and (vi) Jason Roach, who has been with Proforma for 10 years, and has 22 years' experience in digital marketing,

graphic design and website management. The instructors for our training courses vary depending on scheduling availability and other factors, but they each have at least three years' experience in their topic of instruction. Our training staff is subject to change. Subject to availability, you may attend as many initial training sessions as you deem necessary to acquire competence in the operation of the Franchised Business. All expenses incurred in initial training, including the cost of travel, room, board and wages of the person receiving this training, will be borne by you. We will provide and pay only for the training instructors, facilities (if on our site) and required training materials. Initial training by Proforma is mandatory for all new franchise owners.

Our initial training program is customized to your organization's needs. A summary of our initial training program follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Welcome to Proforma – Prospecting techniques, proposals, closing techniques and pricing. Analysis of customers, what they offer and how the Team Proforma 400 Program provides necessary tools to plan, execute and evaluate. Features goal setting tools and positioning, and Proforma's Pillars Club Program.	1 hour	N/A	Cleveland, Ohio, Tampa, Florida, On-Site or Remotely
Owner Store – Information regarding items available to Owners to aid in marketing, prospecting, business cards, stationary, and logo branded gear.	1 hour	N/A	Cleveland, Ohio, Tampa, Florida, On-Site or Remotely
Financial Systems and Operations – Introduction to financial systems and operating procedures to customer billing, accounts receivables and payables. Financial reports provided to you.	2.5 hours	N/A	Cleveland, Ohio, Tampa, Florida, On-Site or Remotely
Proprietary Business Management Software System/Use – An overview of the proprietary business management software operating system and its use, from contact management to e-commerce	16 hours	N/A	Cleveland, Ohio, Tampa, Florida On-Site or Remotely

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
management. Each franchise owner will generate a RFQ, proposal, purchase order and billing.			
Marketing – An overview of Proforma marketing strategy and all the materials that are used.	2 hours	N/A	Cleveland, Ohio, Tampa, Florida On-Site or Remotely
Business Development – An overview of Proforma’s appointment setting services, and assistance in recruiting and hiring sales and customer service representatives, mergers and acquisitions, major account services, and e-commerce solutions.	1.5 hours	N/A	Cleveland, Ohio, Tampa, Florida On-Site or Remotely
Strategic Partner Development – Information regarding printing, promotional products sourcing and introductory information with Advertising Specialty Institute® (ASI) and using ASI’s sourcing technology platform, ESP®.	3 hours	N/A	Cleveland, Ohio, Tampa, Florida On-Site or Remotely

The primary instructional materials used during initial training includes the following: ProSkills and ProTools modules contained within the proprietary business management system, together with all applicable modules contained within the proprietary business management system and the e-commerce platform. These modules, systems and platforms include supporting materials for the sessions covered in the class. These materials also describe the financial, administrative and operational, and sales and marketing aspects of the Proforma System. The training contains our educational program, and the proprietary business management software system and e-commerce platform as the dominant focus of the class sessions; the Manual further assists to describe the operating systems and other relevant information about the Proforma System, operating procedures and the OAC.

Product Sourcing Guides for Printing and Promotional Products illustrate how to identify and contact sources for items you sell.

If you desire to transfer your rights and duties under the Agreement, the proposed transferee must complete to our satisfaction the training currently required of similarly situated Proforma franchise owners.

You may request on-site training and/or assistance at any time. At our option, we will provide it at your sole cost and expense (including our costs and expenses). The Agreement does not require us to provide on-site training.

Although the Agreement does not require us to do so, we currently offer our franchise owners the following training programs:

Energize Summits

In 2023, we offered invitation-only Energize Summits focused on supplier relationship building. The Energize Summits are held annually in two different cities located throughout the U.S. There was no registration fee for the Energize Summits in 2023, and the hotel and airfare costs were reimbursed upon the completion of all Summit sessions and a survey.

Annual Convention

Offered at a different site each year, lasting 3-4 days, our annual convention offers technology, product, sales and operational training, various roundtable discussions, recognition banquet, vendor showcase, networking opportunities, and other events. In 2023, registration fees were \$390 for the first participant and \$350 for each additional guest. The registration fees are waived for franchise owners who are new to the Proforma system, and have not attended a previous convention. You are not required to attend the Annual Convention, but we strongly suggest that you attend.

12. TERRITORY

You will not receive an exclusive territory. You will not receive a specific location, radius, population or account size. You may face competition from other franchise owners, from outlets that we own, or from other channels of distribution or competitive brands that we control. Proforma franchise owners may relocate and operate their Franchised Businesses at any time or from any number of locations. They must inform us of each and every location and relocation of your Franchised Business. We do not need to approve any relocation. Proforma franchise owners have no options, rights of first refusal or similar rights to acquire additional franchises.

The Proforma Franchise is a non-exclusive license only, and does not grant you any exclusive market area or territorial rights. Large volume accounts may exist within the area you choose to sell and will be subject to competition from other franchise owners. You will not receive any compensation from us in servicing such large volume accounts.

The only restrictions on customers we may enforce on you or other franchise owners are as follows:

a. We have an account resolution and market optimization policy (that we may amend from time-to-time) that may restrict where or to whom or by what media you may sell products and/or services you are authorized to sell through the Franchised Business ("Products and Services"). You may not sell to the same customer contact under certain circumstances.

b. We reserve the right, in our sole discretion, and in accordance with the standards, policies and/or procedures that we may specify in the Manual, to grant you and other franchise owners the exclusive right to sell to and to service customers you or they have developed, and to restrict you and them from soliciting certain prospective customers.

c. We may restrict your teleprospecting, Internet and direct mail marketing activities to certain potential customers located in areas defined by designated Postal Zip Codes. We may restrict your use of the Internet to promote your business to sites which we own, prescribe or approve. Subject to our other rights in this Item 12, we will not deprive you of your right to continue selling Products or Services to an entity which was your exclusive customer prior to our implementation of a marketing restriction;

d. We may terminate your Agreement if your Gross Volume of Business averages less than \$1,000 per month during the first 6 months following the Effective Date of the Agreement, or less than \$50,000 for any 6-month period thereafter;

e. We may award Franchises to persons in any location we deem advisable. We may in the future authorize Proforma franchise owners to offer products and services from retail store locations. Neither you nor any other franchise owner may establish a Proforma retail store without our prior written approval, which will be subject to such conditions as we believe are prudent.

We reserve the right for us and any affiliate to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales to sell products and/or services in competition with you, with or without using our principal trademarks and without compensation to you. We and our affiliates may operate a business similar to the Franchised Business at any locations we deem advisable, and this business(es) may be permitted to use the Proforma System and the Licensed Marks. GSL, our affiliate, has provided direct sales and service support to large volume accounts in the past and we may enter into similar arrangements in the future.

Presently, we have no formulated plans to operate or franchise the operation of any business selling under different trade names or trademarks, goods or services similar to those offered for sale by you. However, we and our affiliates, retain all rights to establish, acquire, merge with and operate other franchises or company-owned or operated outlets selling similar or different products or services under a different trade name, trademark or service mark in the future.

Our current policy is to establish at least one franchise owner per every 5,000 businesses in any market in an effort to gain at least a 10% share of that market's revenue from the sale of Products and Services. We expect to make exceptions to that policy in situations, which, in our sole judgment, merit these exceptions.

13. TRADEMARKS

Proforma franchise owners may operate a business under the name "Proforma®." All franchise owners may use other current or future trademarks or Licensed Marks which we designate or approve for the operation of your Franchised Business. By Licensed Marks, we mean trade names, service marks, logos and slogans we authorize you to use in connection with operating your Franchised Business. We do not require franchise owners to use the name "Proforma" to identify their businesses. However, if you wish to use a trade name that does not include "Proforma," you may only do so after we have approved the trade name.

The following trademarks have been registered with the United States Patent and Trademark Office on the Principal Register by Proforma, Inc., our predecessor and affiliate, which in the Limited Partnership Agreement creating PFG Ventures and giving us the right to sublicense the mark to our franchise owners. All required affidavits of use and applications for renewal have been filed and accepted. Those trademarks which have been registered for more than 6 years have become incontestable. We believe the following trademarks are the principal marks you will use in the operation of your Franchised Business.

Trade/Service Mark	Reg. No.	Reg. Date	Int. Class
PRO FORMA®	1,208,208	09/14/82	16 and 35
PROFORMA®	1,650,434	07/09/91	42
PROFORMA®	1,922,392	09/26/95	35

One Source. Infinite Resources.®	3,636,030	06/09/09	16, 35, 40 and 42
PROFORMA PROSTORE®	6,782,790	07/05/22	42
PROFORMA PROSTORES®	6,782,791	07/05/22	42

The grant of rights under the Proforma System includes the non-exclusive right to use all the trademarks in connection with the operation of your Franchised Business.

Every use of the “Proforma®” service mark or trade names as an identifier of the Franchised Business must be in conjunction with a suffix or other words or phrases more specifically identifying the Franchised Business, and the exact format must be approved in advance by us, e.g., “Proforma® Speed Service.”

You only may use the Proforma® trademark as a domain name or other identifier of an Internet site or web page with our prior written approval, which we may withhold. Proforma, Inc. claims common law rights with respect to the registered and unregistered service marks listed above arising from its, or its related parties’, exclusive use of such marks from their date of first use. All affidavits of use required to be filed to maintain registration of the Licensed Marks listed above and all requisite renewals have been timely filed.

You only may use our Licensed Marks in a manner we have approved in our Manual. You may not use the Licensed Marks in your corporate name or to promote or to identify your business on the Internet without our prior approval of such use. You must adopt and use the Licensed Marks solely in the manner prescribed by us; refrain from using PROFORMA®, or any confusingly similar name in your corporate name; to refrain from using the Licensed Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject us or Proforma, Inc. to liability; observe all laws with respect to the registration of trade names and assumed or fictitious names, to include in any application a statement that your use of the Licensed Marks is limited by the terms of your Agreement, and provide us with a copy of this application and other registration document(s); observe these requirements with respect to trademark and service mark registrations and copyright notices as we may require, including affixing “SM,” “TM,” or “R” adjacent to all of these Licensed Marks (thus, SM, TM, or ®) in any and all uses of them; and utilize any other appropriate notice of ownership, registration and copyright as we may require. Your use of any sign advertising the Franchised Business will be subject to our prior written approval.

In addition, you must agree that any principal trademark and service mark(s) you use on literature, contracts, promotional and advertising materials will be in compliance with standards and specifications we publish in the Manual or any other document. It will also be in lettering at least as prominent in size and style as your corporate or trade name.

There are presently no effective determinations of the United States Patent and Trademark Office, the Trademark Trial & Appeal Board, the trademark administrator of any state, or any court affecting our Licensed Marks. Nor are there any pending infringements, opposition or cancellation proceedings or any pending material litigation involving our Licensed Marks.

No agreements are currently in effect which would significantly limit our rights with respect to any of these trademarks, service marks or trade names in any manner material to you.

We are not obliged by the Agreement or any other document to protect any or all rights which you have to use the trademarks and service marks listed above or to protect you against any claims of infringement or unfair competition with respect to the same. The Agreement does not provide for any form of compensation or payment to you, if you lose your right to continue to use our Licensed Marks. You must promptly notify us of any claim, demand

or cause of action that we or Proforma, Inc. may have based upon or arising from any unauthorized attempt by any person or legal entity to use the Licensed Marks, any colorable variation of it, or any other mark, name or indicia in which we or Proforma, Inc. have or claim a proprietary interest. You must assist us, upon request and at our or Proforma, Inc.'s expense, in taking this action, if any, as we and/or Proforma, Inc. may deem appropriate to halt these activities; but you may take no action nor incur any expenses on our or Proforma, Inc.'s behalf without our prior written approval. If we or Proforma, Inc. undertake the defense or prosecution of any litigation relating to the Licensed Marks, you must sign any and all documents and to do those acts and things as may, in our opinion, be reasonably necessary to carry out this defense or prosecution. We have no actual knowledge of any infringing uses of our principal trademark or service marks which could materially affect your use of them in any state within the United States.

We reserve the right, in our sole discretion, to designate one or more new, modified or replacement Licensed Marks for use by you and you must use it or them in addition to or in lieu of any previously-designated Licensed Marks. You will not be entitled to any compensation as a result of the discontinuation of any of the Licensed Marks. Any expenses or costs associated with your use of any such new, modified or replacement Licensed Marks will be your sole responsibility.

14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We own no rights in or licenses to any patents or copyrights which are material to the Franchise, except we claim a copyright interest in our Agreement and other contractual forms, our Manual, Proforma System, training materials, marketing materials, franchise sales brochures, advertisements, promotional materials, disclosure document, and other written materials.

Although we have not filed an application for a copyright registration for the above-referenced materials, we claim common law copyright protection and that the information in the Manual, Proforma System, data, technology, and materials is proprietary, confidential, and may be considered our trade secret.

You may never, during the term or after the franchise agreement is terminated, for any reason whatsoever or no reason, reveal any of our proprietary or confidential information to another person or use any of our proprietary or confidential information for any other person or business. You may not copy any of our proprietary or confidential information or give it to a third party except as we authorize. Our proprietary or confidential information includes information, about products, services, equipment, technologies and procedure relating to the Franchised Business, systems of operation, programs, standards, techniques, requirements, specifications, all data entered in any technology platform (including but not limited to the proprietary business management system and any e-commerce platform), the Manual, this disclosure document, the franchise agreement, any other agreements relating or pertaining to the Franchised Business, customer names and addresses, prospective customer names and addresses, billings, reports, marketing plans, business plans, methods of advertising and promotions, instructional materials, and other matters. Paragraph 8, page 4 of the Agreement, explains restrictions on your use and dissemination of this information to anyone except those who work for you (including, employees, independent contractors, representatives, or agents).

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

You must initially operate and manage the Franchised Business yourself. At no time may you hire or retain a person to operate or manage the Franchised Business without first giving us written notice, and obtaining our written consent. Our consent may be withheld for any reason or no reason whatsoever at our sole discretion. You must also provide any individual whom we approve with the training we require. Any person you hire to operate your Franchised Business must sign the confidentiality agreement with an indefinite term as specified in Paragraph 8, page 4 of the Agreement. This person will not need to possess equity interest in the Franchised Business. We also may require a Personal Guaranty from your spouse or from another creditworthy person to guarantee performance. This may place their assets at risk. (*See Guaranty of Franchise Owner's Undertakings.*) If your marital status changes, we may require you to obtain a new Guaranty of Franchise Owner's Undertaking which you and a Guarantor will be required to execute.

16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You only may advertise Products and Services on the Internet through web sites which we approve, which may be limited to web sites controlled by us or our affiliates.

Paragraph 11, page 5 of the Agreement, prohibits you from engaging in any business similar to a Proforma Franchise without our prior written approval. If we have authorized you to engage in another business which sells products or services which, pursuant to Paragraph 11(b), page 5 of the Agreement, become a part of the Proforma System after you became a franchise owner, we may require you either to merge your other business into the Franchised Business and pay fees on the incremental increase in business you experience as a part of the Franchised Business, or to dispose of your ownership interest (above 5%) and to discontinue working in this business.

Paragraph 2(b), page 1 of the Agreement, authorizes us to restrict where or to whom or by what media you may sell products and/or services. Unless required by law, rule or regulation, if we impose a restriction, we will allow you to continue servicing customers you were servicing when the restriction became effective.

For one year following the termination of the Agreement, Paragraph 11(c), page 5 of the Agreement, precludes you from selling any products or services similar to those sold in our System to customers of your Franchised Business and from contacting vendors or suppliers of your former Franchised Business on behalf of a third party not expressly exempted from this restriction.

According to Paragraph 7, page 3 of the Agreement, you must comply with all Proforma System rules, regulations, policies and standards which are by their terms mandatory, including those contained in the Manual. You must operate and maintain the Franchised Business solely in the manner and pursuant to the standards prescribed in the Agreement, in the Manual, in the proprietary business management system, or in other written materials, which we provide you.

17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	3	The Agreement becomes effective when we sign it and its term extends until either party terminates the Agreement as provided for in the Agreement.
b. Renewal or extension of the term	3	The Agreement becomes effective when we sign it and its term extends until either party terminates the Agreement as provided for in the Agreement.
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable; the Agreement does not expire until either party terminates the Agreement as provided for in the Agreement.
d. Termination by franchisee	13(f)	At any time following the Effective Date, you may terminate this Agreement without cause by giving us at least 60 days' prior written notice, and by paying us all amounts you owe us, plus an Account Acquisition Fee if you desire to service any or all of the customers not listed on Schedule 1 of your Franchise Agreement. The Account Acquisition Fee is an amount equal to 24 times the average monthly Service Fee and Marketing Fee you owed us during the most recent 24 months of the Agreement (regardless of whether you owned your franchise for a full 24 months or whether you have signed a Renewal Agreement) for all your customers not listed on Schedule 1 of your Agreement. The Account Acquisition Fee shall not be due and owing to us if you and all your Guarantors (i) agree for one (1) year (in form and substance acceptable to us) to cease selling products and/or services to your former customers that are in the same or similar products and/or services offered by us (or by our franchise owners) to each and every customer not listed on Schedule 1, and (ii) if you and all your Guarantors sign a general release of all claims against us. If this is a Renewal Agreement, only those customers identified on your original Schedule 1 of your initial franchise agreement shall be included on this Renewal Agreement's Schedule 1.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	13(a)	We may only terminate for good cause.
g. "Cause" defined: curable defaults	13(a), (c) & (f)	Collecting money from customers without immediately transferring it to us; not paying money owed us under the Agreement within 10 days after we give you notice to cure; your non-performance or

Provision	Section in Franchise or Other Agreement	Summary
		breach of any obligation, term, condition, warranty or certification of the Agreement or any other agreement, and your failure to cure the breach within 10 days after we give you notice to cure; if you do not operate your Franchised Business as specified in the Manual or the proprietary business management system or e-commerce platform(s). If you use the Licensed Marks in a way which we have not approved, and do not cure all deficiencies within 10 days after we give you notice to cure. Failure to keep your business entity in good standing or failure to have its charter reinstated within ten (10) days after we give you a notice to cure. Any notice will be deemed to have been given you two days after the date of the correspondence.
h. "Cause" defined: Non-curable defaults	13(a)	Not commencing business within 45 days after we sign the Agreement; not paying money owed us under the Agreement within 10 days after we give you notice to cure; making false statements or reports to us; violating Transfer requirements; two or more defaults or violations in one calendar year; abandonment of the Franchised Business; your conviction of a felony, crime of moral turpitude, or other crime related to operation of the Franchised Business; your insolvency or incapacity; your, or your guarantor's, default on any other agreement with us; your non-performance or breach of any covenant, obligation, term, condition, warranty or certification of the Agreement or any other agreement, and your failure to cure the breach within 10 days after we give you notice to cure; less than \$1,000 per month during the first 6 months after the Effective Date of this Agreement or less than \$50,000 for any 6-month period thereafter; if your Agreement is a Renewal Agreement pursuant to Line 8 of the Summary Pages and your Gross Volume of Business averages less than \$50,000 for any six month period, which may include the last 6 months of your prior franchise agreement; if you do not operate your Franchised Business as specified in the Manual or the proprietary business management system or e-commerce platform(s), and if you do not cure a deficiency within 10 days after we give you notice to cure; if we receive three or more complaints from actual or potential customers or vendors concerning your conduct as a Proforma franchise owner during a calendar year; your violation of or permitting a violation of any confidentiality or

Provision	Section in Franchise or Other Agreement	Summary
		nondisclosure covenant; if you become insolvent, assign your assets for the benefit of creditors; or if you consent to the initiation of proceedings to appoint a custodian or receiver of your assets, or if a custodial or receiver of your assets is assigned. Any notice will be deemed to have been given you two days after the date of the correspondence.
i. Franchisee's obligations on termination/non-renewal	14	Stop using our Licensed Marks, System, proprietary business management system, e-commerce platform(s), and data in any way; pay us all you owe us including expenses we incurred because of your default; payments due us immediately, including, service fees and marketing fees which we would collect normally when we receive payment from customers of your Franchised Business; give us a list of your employees, clients, customers, client and customer contacts, their respective addresses and telephone numbers; give us a statement of all outstanding obligations you have to third parties; assign to us or our designee all customer accounts or contracts developed by or for the Franchised Business; transfer your phone numbers and directory listings to us or our designee; cease using in advertising or otherwise methods, techniques or procedures associated with the System. Return to us all copies of the Manual, Team Proforma 400 Program materials, our proprietary business management software and its manuals, our e-commerce platforms and their manuals, our data, our trade secrets and confidential materials and all our other property. You will retain no copy or record of any of the above, except your copy of this Agreement, any correspondence between the parties, and any other document which you reasonably need for compliance with applicable laws.
j. Assignment of contract by franchisor	12(a)	We may freely transfer our rights and duties under the Franchise Agreement and the transfer will be binding upon and inure to the benefit of our successors and assigns.
k. "Transfer" by franchisee – defined	12(b)	Includes all changes of ownership rights in the Franchise Agreement, the Franchised Business, its assets or you, the Franchise Owner.
l. Franchisor approval of transfer by franchisee	12(b)	Our approval is required for every Transfer; Transfers must follow the standards and procedures we prescribe in the Agreement and Manual.

Provision	Section in Franchise or Other Agreement	Summary
m. Conditions for franchisor approval of transfer	12(c), (d),(e) , (f) (g), (h)	Comply with requirements described in the Agreement and Manual and guaranty your obligations if we so request; notify us of any transfer of customer accounts prior to the actual transfer; give us a copy of the executed purchase agreement; you must complete the transfer within 60 days after we receive the notice of intent to transfer; give us a first right of refusal to acquire what you propose to transfer; sign a release of your claims against us.
n. Franchisor's right of first refusal to acquire franchisee's business	12(h)	Before completing a Transfer, you must comply with procedures in the Agreement and Manual which give us a right of first refusal to purchase whatever you propose to Transfer. We may acquire any interest proposed for a transfer by paying you the material economic terms of the proposal, less any broker's commission.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	12(i), 12(j) & 12(k)	Regardless of the above, if your designated survivor continues to meet our qualifications as a franchise owner and desires to acquire and retain your interest in the Franchise and to continue to operate the Franchised Business, the designated survivor may do so if he or she agrees to be bound by this Agreement, guarantees your obligations to us, completes our initial training program if we require it, and commences operation of the Franchised Business within 30 days following your death. If the designated survivor does not desire to acquire or retain your interest, the designated survivor will have a reasonable period of time, but no more than 60 days, to make a transfer to a transferee acceptable to us, subject to the procedures described above. If we have not designated another party, including a franchise owner, to service your accounts, the designated survivor must, throughout this period, fulfill all your duties under this Agreement. The designated survivor's rights will be subject to and enforceable under the laws of your state. If you become incapacitated or disabled to the extent which we conclude interferes with your ability to fulfill your obligations under this Agreement, at our option we may designate an individual to fulfill your obligations under this Agreement, and/or we may require your shareholders, partners, conservator, or guardian to transfer or sell the rights under this Agreement to a third party whom we approve.

Provision	Section in Franchise or Other Agreement	Summary
		Any transfer of this nature must be concluded within a reasonable time not to exceed 60 days. If we appoint a Designee to operate your Franchised Business, unless your Successor and the Designee agree upon a different formula, all net proceeds which are generated as a result of sales the Designee makes, will be split 50/50. All sales taxes and other business expenses must be paid by the Franchised Business. We and the Designee may condition appointment of a Designee on your Survivor's indemnifying and releasing us and the Designee from claims arising out of the way the Designee operates the Franchised Business.
q. Non-competition covenants during the term of the franchise	2(b) & 11(a)	We have an account resolution and market optimization policy (that we may amend from time-to-time) that may restrict where or to whom or by what media you may sell products and/or services you are authorized to sell through the Franchised Business. You may not engage in any business, similar to the Franchised Business, without our prior approval; you must devote full time and best efforts to the operation of the Franchised Business; you may not divert business of the System to others or disclose confidential information to others. If you own or work in a business other than the Franchised Business which sells products or services which are added to the Proforma System after the Effective Date of your Agreement, we may require you to discontinue sales of the products or services through the other businesses, to sell them only through the Franchised Business (subject to an adjustment on fees), or to discontinue owning more than 5% of the non-Proforma business, or discontinue working for it. You may neither solicit nor sell products to prospects or customers which we designate as exclusive to other franchise owners or franchise applicants.
r. Non-competition covenants after the franchise is terminated or expires	11(c)	Unless you pay us an Account Acquisition Fee as described in Paragraph 13(f), page 8 of the Agreement, and comply with Section 14, the requirements for one year after the Agreement terminates, you, your guarantors and your employees may not sell any products or services which are competitive with those offered through the Proforma System to anyone who was a customer of your Franchised Business or another franchise owner's Franchised Business; contact any vendor or supplier of the Franchised Business for the purpose of buying products or services on behalf of any third party, except for

Provision	Section in Franchise or Other Agreement	Summary
		vendors and suppliers expressly exempted. Exempted vendors and suppliers are those with whom you had transacted business prior to the Effective Date of your Agreement; provided, however, if the Agreement is a Renewal Agreement pursuant to Line 8 of the Agreement Summary Pages, then exempted vendors and suppliers are those with whom you had transacted business prior to operating your Proforma Franchised Business. A franchise owner, either with Relevant Industry Experience or a Conversion Franchise, (as defined in Item 5) may be authorized to continue business with commercial accounts served before executing the Agreement, provided such accounts are identified on Schedule 1 of the Agreement, if applicable. If this is a Renewal Agreement, only those customers identified on your original Schedule 1 of your initial franchise agreement shall be included on this Renewal Agreement's Schedule 1.
s. Modification of the agreement	18(c)	We may modify the System and our standards through changes to the Manual, the proprietary business management system, or any other document, so long as the modifications do not conflict with your express rights created by the Agreement. We may change the Agreement during its term only by mutual agreement or with the approval of the OAC or a comparable approved association or cooperative.
t. Integration/merger clause	22(d)	Only the written terms of the Agreement and this disclosure document are binding on you and us (subject to state law), but no terms of the Agreement are intended to disclaim representations made in the disclosure document, attachments or addenda provided to you.
u. Dispute resolution by arbitration or mediation	Not applicable	We are not required to arbitrate or mediate claims.
v. Choice of forum	21	Subject to applicable state law, litigation must occur in Ohio.
w. Choice of law	21	Subject to applicable state law, Ohio law governs.

18. PUBLIC FIGURES

No compensation or other benefit is given or promised to a public figure for the use of the public figure in the name or symbol of the Franchise or for the endorsement or recommendation of the Franchise by the public figure in advertisement.

You have no rights to use the name of any public figure for purposes of promotional efforts, advertising or endorsements, except with our prior consent. No public figure is involved in the actual management or control of us. No public figure has any investment in the franchise operation.

19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Douglas A. Kordel, Esq., President and Chief Legal Officer, Proforma, 8800 East Pleasant Valley Road, Cleveland, Ohio 44131, 800-825-1525, the Federal Trade Commission, and the appropriate state regulatory agencies.

20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2020 to 2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	627	601	-26
	2021	601	567	-34
	2022	567	542	-25
Company-owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	627	601	-26
	2021	601	567	-34
	2022	567	542	-25

* We opened one (1) “company-owned” office during our 2010 calendar year through our affiliate GSL. In 2016, GSL discontinued making sales in the United States, but continued to retain relationships with sales representatives in the United Kingdom through February, 2018.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2020	0
	2021	0
	2022	0

Table No. 3
Status of Franchised Outlets
For years 202019 to 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations- Other Reasons**	Col. 9 Outlets at End of Year
Alabama	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	7*
Alaska	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Arizona	2020	8	0	0	0	0	0	9*
	2021	9	0	0	0	0	2	7
	2022	7	0	0	0	0	1	8
Arkansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	1*
California	2020	55	1	0	0	0	1	54*
	2021	54	0	2	0	0	3	49
	2022	49	0	0	0	0	3	42*
Colorado	2020	16	0	0	0	0	0	15*
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	14
Connecticut	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Delaware	2020	1	0	0	0	0	0	0*
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Florida	2020	60	5	2	0	0	7	56
	2021	56	0	2	0	0	4	50
	2022	50	0	0	0	0	2	56*
Georgia	2020	20	0	0	0	0	0	20
	2021	20	0	0	0	0	0	20
	2022	20	0	0	0	0	0	19*
Hawaii	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations- Other Reasons**	Col. 9 Outlets at End of Year
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	2
Illinois	2020	25	0	0	0	0	1	22*
	2021	22	0	0	0	0	0	22
	2022	22	0	0	0	0	1	20*
Indiana	2020	15	1	0	0	0	1	14*
	2021	14	1	0	0	0	1	14
	2022	14	0	0	0	0	1	13
Iowa	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kansas	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	1	4
	2022	4	0	0	0	0	0	4
Kentucky	2020	7	0	1	0	0	0	7*
	2021	7	0	0	0	0	1	6
	2022	6	0	0	0	0	1	5
Louisiana	2020	4	0	0	0	0	0	4
	2021	4	0	1	0	0	0	3
	2022	3	0	0	0	0	0	3
Maine	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Maryland	2020	11	0	0	0	0	2	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Massachusetts	2020	10	1	0	0	0	0	10*
	2021	10	0	0	0	0	2	8
	2022	8	0	0	0	0	1	6*
Michigan	2020	19	1	1	0	0	0	20*
	2021	20	0	0	0	0	1	19
	2022	19	0	0	0	0	1	17*
Minnesota	2020	7	2	0	0	0	0	9
	2021	9	0	0	0	0	1	8
	2022	8	0	0	0	0	1	7
Mississippi	2020	2	0	0	0	0	0	3*
	2021	3	0	0	0	0	1	2
	2022	2	0	0	0	0	0	1*
Missouri	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Montana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	2	1	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	3*
Nevada	2020	6	0	0	0	0	0	7*
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations- Other Reasons**	Col. 9 Outlets at End of Year
New Hampshire	2020	2	0	0	0	0	0	3*
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	2*
New Jersey	2020	16	1	0	0	0	1	16
	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	1	14*
New Mexico	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020	31	0	1	0	0	1	29
	2021	29	0	0	0	0	0	29
	2022	29	0	0	0	0	0	28*
North Carolina	2020	30	0	1	0	0	4	26*
	2021	26	0	1	0	0	1	24
	2022	24	0	0	0	0	2	22
Ohio	2020	55	0	2	0	0	5	47*
	2021	47	1	1	0	0	0	47
	2022	47	0	0	0	0	2	44*
Oklahoma	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Oregon	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	1	3
Pennsylvania	2020	26	0	0	0	0	1	24*
	2021	24	0	1	0	0	1	22
	2022	22	0	0	0	0	1	22*
Rhode Island	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
South Carolina	2020	13	0	0	0	0	1	13*
	2021	13	0	0	0	0	2	11
	2022	11	0	0	0	0	1	10
South Dakota	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Tennessee	2020	11	0	0	0	0	0	10*
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	11*
Texas	2020	53	2	1	0	0	2	54*
	2021	54	2	2	0	0	3	51
	2022	51	0	0	0	0	0	51
Utah	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Vermont	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations- Other Reasons**	Col. 9 Outlets at End of Year
Virginia	2020	10	0	0	0	0	0	9*
	2021	9	2	0	0	0	0	11
	2022	11	0	0	0	0	0	11
Washington	2020	9	0	1	0	0	0	8
	2021	8	0	0	0	0	1	7
	2022	7	0	0	0	0	0	7
West Virginia	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Wisconsin	2020	15	3	0	0	0	1	16*
	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	3	13
Canada	2020	39	0	2	0	0	2	35
	2021	35	0	1	0	0	3	31
	2022	31	0	0	0	0	2	29
Totals	2020	627	20	13	0	0	33	601
	2021	601	6	12	0	0	28	567
	2022	567	0	0	0	0	25	542

* State variances exist between Outlets at Start of Year and Outlets at End of Year due to Franchisee relocations.

** Includes Franchisee consolidation of franchises, retirement, or sale of accounts.

*** In 2016, our company-owned unit, GSL, discontinued making sales in the United States, but continued to retain relationships with sales representatives in the United Kingdom through February, 2018.

Table No. 4
Status of Company-Owned Outlets
For years 2020 to 2022

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the 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
Ohio	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

* Prior to 2010, we did not have a company-owned unit. However our predecessor, Proforma, operated a business similar to the ones we franchise in Cleveland, Ohio. Proforma, Inc. sold this unit in July 1995. We opened one (1) “company-owned” office during our 2010 calendar year through our affiliate GSL. In 2016, GSL discontinued making sales in the United States, but continued to retain relationships with sales representatives in the United Kingdom through February, 2018.

Table No. 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 Outlet In the Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Next Fiscal year
Alabama	0		0
Alaska	0		0
Arizona	0		0
Arkansas	0		0
California	0	3	0
Canada	0	2	0
Colorado	0		0
Connecticut	0		0
Delaware	0		0
District of Columbia	0		0
Florida	0		0
Georgia	0		0
Hawaii	0		0
Idaho	0		0
Illinois	0		0
Indiana	0		0
Iowa	0		0
Kansas	0		0
Kentucky	0		0
Louisiana	0		0
Maine	0		0
Maryland	0		0
Massachusetts	0		0
Michigan	0		0
Minnesota	0		0
Mississippi	0		0
Missouri	0		0
Montana	0		0
Nebraska	0		0
Nevada	0		0
New Hampshire	0		0
New Jersey	0		0
New Mexico	0		0
New York	0		0
North Carolina	0		0
North Dakota	0		0
Ohio	0		0
Oklahoma	0		0
Oregon	0		0
Pennsylvania	0		0
Rhode Island	0		0
South Carolina	0		0
South Dakota	0		0
Tennessee	0		0
Texas	0		0
Utah	0		0
Vermont	0		0
Virginia	0		0

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet In the Next Fiscal Year	Column 4 Projected New Company-Owned Outlet In the Next Fiscal year
Washington	0		0
West Virginia	0		0
Wisconsin	0		0
Wyoming	0		0
Total	0		0

1. Prior to 2010, we did not have a company-owned unit. However our predecessor, Proforma, operated a business similar to the ones we franchise in Cleveland, Ohio. Proforma, Inc. sold this unit in July 1995. We opened one (1) “company-owned” office during our 2010 calendar year through our affiliate GSL. In 2016, GSL discontinued making sales in the United States, but continued to retain relationships with sales representatives in the United Kingdom through February, 2018.
2. No Agreements have been signed by franchise owners who were not conducting business.
3. This projection is only an estimate. It neither reflects the number of leads in our possession when the table was prepared nor the results of any market survey.

Current Franchise Owners

Attached to this Disclosure Document as Exhibit C is a list of all franchise owners and the addresses and telephone numbers of their outlets.

Former Franchise Owners

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchise who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recent completed fiscal year or who has not communicated with us within 10 weeks of the issue date of this disclosure document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

Name	City and State	Telephone
Rochon, Teresa & Frank	Prescott, AZ	928.708.9928
Gordon, Tracy	Moraga, CA	925.385.1640
MacKinnon, Kevin	San Marcos, CA	760.533.0114
Hunter, Connie	Westminster, CA	714.264.978
Garrett, Dan	Homosassa, FL	941.720.1026
Curbelo, Danny	Windermere, FL	407.877.9186
Hroma, Laura	Downers Grove, IL	630.729.7020

Name	City and State	Telephone
Jellison, Jeff	Fishers, IN	317.332.8361
Florence, Darrell	Cynthiana, KY	859.619.5595
Heipler, George & Janice	Shrewsbury, MA	508.845.9098
Collini, Chuck	Traverse City, MI	231.941.7390
Buchberger, Pat	Duluth, MN	218.310.2696
Carretta, Gerry	Woodland Park, NJ	973.785.0552
McEvoy, Pat	Apex, NC	919.629.2375
Ferrell's/Hardin/Baxter	Durham, NC	910.338.4216
Bobo, Joe & Dolores	Mount Vernon, OH	740.360.9525
Boyer, Doug	Stow, OH	330.603.5056
Lang, Tim	West Linn, OR	503.616.2211
Smiley, Sue	Norristown, PA	610.630.2114
McFaddin, Tem	Blythewood, SC	803.333.8174
Spierings, Sue	Appleton, WI	920.492.0603
Howard, Joe & Reams, Teri	Columbus, WI	608.393.0422
Finch, Jayne	Waukesha, WI	414.313.9882
Rapoport, Patti & Glen (1)	Tottenham, ON	905.738.8100
Rapoport, Patti & Glen (2)	Tottenham, ON	905.738.8100

Purchase of Previously-Owned Franchise

If you are purchasing a previously-owned franchised outlet, we will provide you additional information on the previously-owned franchised outlet in an addendum to this Disclosure Document.

Confidentiality Clauses

During the last three fiscal years, we have signed confidentiality clauses with current or former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Proforma. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Trademark-Specific Franchisee Organizations

We sponsor an Owners Advisory Council (“OAC”). The President is Terri Lyn Tolmack, 27856 Holly Oak Lane, Mission Viejo, California 92691, (949) 837-4850, teri.tolmack@proforma.com.

21. FINANCIAL STATEMENTS

Exhibit B is the Unaudited Financial Statements for Fiscal Year 2023—YTD May, and the Audited Consolidated Financial Statements of PFG Ventures L.P. and Subsidiary for the calendar years ended December 31, 2022, 2021 and 2020. PFG Properties Ltd. guarantees the performance of PFG Ventures L.P. The respective guarantees of performance are included in Exhibit G.

22. CONTRACTS

- Exhibit A Standard Franchise Agreement for a Proforma Franchise.
- Exhibit D Receivables and Security Agreement.
- Exhibit E Software Sublicense Agreement.

23. RECEIPTS

The Receipt for Prospective franchise owner and the Receipt for Franchisor is located following Exhibit I.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

PFG VENTURES, L.P.
CALIFORNIA PROFORMA FRANCHISE AGREEMENT

Exhibit A

Date: _____

PFG VENTURES, L.P.

CALIFORNIA PROFORMA FRANCHISE AGREEMENT

SUMMARY PAGES

These pages summarize the attached Franchise Agreement, the details of which will control in the event of any conflict.

1. Principal's Name(s): _____
Principal's Residence:
Street and Number _____
City, State, Zip Code _____
Telephone Number _____
Facsimile _____
E-Mail _____

2. Franchise Owner's Business Entity:
Name: _____
Business Address:
Street and Number _____
City, State, Zip Code _____
Telephone Number _____
Facsimile _____
E-Mail _____

3. Franchise Type:

Relevant Industry Experience:

☐

(Relevant Industry Experience means that either (a) in your role as a representative or employee of a company which primarily sold business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies during the twelve (12) consecutive months before you sign an Agreement, you can prove that you sold at least \$500,000 of those products; or (b) you were in a full-time role as a sales representative, sales employee, or direct sales support employee of a company that primarily sold business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies for at least three (3) years within the previous five (5) years); or (c) you can demonstrate relevant industry experience that is acceptable to us in our own sole discretion. They may use the Proforma Licensed Marks.)

Conversion Franchise:

☐

(Conversion Franchise means that you have a controlling interest in an existing business that primarily sells business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies which has been in operation for at least the 12 consecutive months before signing an Agreement. They may use the Proforma Licensed Marks.)

4.	Relevant Industry Experience Franchise	Conversion Franchise
----	---	---------------------------------

Initial Franchise Fee:	\$0	\$0
-------------------------------	------------	------------

5. **Monthly Service and Marketing Fees for Proforma Franchise Owners:**

Monthly Gross Volume of Business Collected Due the Earlier of (i) When Collected From Customer, or (ii) 120 days from the Customer Bill Date	Service Fee	Marketing Fee	Total
\$0-\$50,000	8.00%	1.00%	9.00%
\$50,001-\$100,000	7.00%	0.75%	7.75%
\$100,001-\$416,666	6.00%	0.50%	6.50%
\$416,667+	5.00%	0.25%	5.25%

Example #1: Monthly Gross Volume of Business is \$40,000.00*

Gross Volume of Business	Service Fee	Marketing Fee	Total	Service Fee Paid
\$0-\$50,000	8.00%	1.00%	9.00%	\$3,600 (9% x \$40,000)
\$50,001-\$100,000	7.00%	0.75%	7.75%	\$0
\$100,001+	6.00%	0.50%	6.50%	\$0
Weighted Average of Total Service Fee: 9.00%				\$3,600 (total fees on \$40,000)

Example #2: Monthly Gross Volume of Business is \$80,000.00*

Gross Volume of Business	Service Fee	Marketing Fee	Total	Service Fee Paid
\$0-\$50,000	8.00%	1.00%	9.00%	\$4,500 (9% x \$50,000)
\$50,001-\$100,000	7.00%	0.75%	7.75%	\$2,325 (7.75% x \$30,000)
\$100,001+	6.00%	0.50%	6.50%	\$0
Weighted Average of Total Service Fee: 8.53%				\$6,825 (total fees on \$80,000)

Example #3: Monthly Gross Volume of Business is \$180,000.00*

Gross Volume of Business	Service Fee	Marketing Fee	Total	Service Fee Paid
\$0-\$50,000	8.00%	1.00%	9.00%	\$4,500 (9% x \$50,000)
\$50,001-\$100,000	7.00%	0.75%	7.75%	\$3,875 (7.75% x \$50,000)
\$100,001+	6.00%	0.50%	6.50%	\$5,200 (6.5% x \$80,000)
Weighted Average of Total Service Fee: 7.54%				\$13,575 (total fees on \$180,000)

* The above examples are for illustrative purposes only. They are not presented as actual or projected scenarios. We make no guarantee as to the total service fee you will pay to us. Based on your monthly gross volume of business, your actual total service fees may be higher or lower than the examples listed above.

If you are a Proforma Conversion Franchise Owner new to the Proforma system and you can prove that sales of business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies during the previous twelve (12) months prior to signing an Agreement were at least \$500,000 according to the company's most recent tax return or financial statement, for the first six (6) months following the Business Commencement Date, your service fees will equal 4% of the Monthly Gross Volume of Business, and your marketing fee will be 0.5% of the Monthly Gross Volume of Business. Thereafter, you shall pay the fees prescribed above.

6. Business Charter Default Fee if Business Entity Becomes Ineffective: \$1,000 Annually
7. a. Agreement Effective Date: _____
- b. Business Commencement Date: _____
8. Renewal Agreement: Yes No

9. Person(s) authorized to operate the Franchised Business:

(Name)

(Address)

(City, State and Zip)

(Telephone Number)

10. Name under which you will operate the Franchised Business if it is not "Proforma:"

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

SCHEDULE 1

**FOR FRANCHISE OWNERS WITH RELEVANT
INDUSTRY EXPERIENCE/CONVERSION FRANCHISE**

The following is comprised of the customers with over \$1,000 in annual sales of a Franchise Owner with Relevant Industry Experience or a Conversion Franchise during the 12 months prior to the Effective Date of the Franchise Agreement. If this is a Renewal Agreement, only those customers identified on your original Schedule 1 of your initial franchise agreement shall be included on this Renewal Agreement's Schedule 1.

Customer Name	City/State	Contact	Email	Sales Volume
---------------	------------	---------	-------	--------------

Consented to and acknowledged by:

[Principal's Name]

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

TABLE OF CONTENTS

1.	PARTIES AND RECITALS	1
2.	GRANT OF FRANCHISE	1
3.	TERM	2
4.	OPERATING ASSISTANCE	2
5.	FEES AND PAYMENTS	2
6.	LICENSED MARKS	2
7.	STANDARDS OF OPERATION	3
8.	CONFIDENTIAL MATERIALS	4
9.	ADVERTISING AND MARKETING	4
10.	STATEMENTS AND RECORDS	4
11.	COVENANTS	4
12.	TRANSFER AND ASSIGNMENT OF AGREEMENT	5
13.	DEFAULT AND TERMINATION	6
14.	POST TERM OBLIGATIONS	8
15.	INSURANCE	8
16.	TAXES, PERMITS, AND INDEBTEDNESS	8
17.	INDEMNIFICATION AND INDEPENDENT CONTRACTOR	8
18.	WRITTEN APPROVALS, WAIVERS, AND AMENDMENT	8
19.	ENFORCEMENT	9
20.	NOTICES	9
21.	GOVERNING LAW; WAIVER OF JURY TRIAL	9
22.	SEVERABILITY; CONSTRUCTION; MERGER AND INTEGRATION	9
23.	ACKNOWLEDGMENTS	10

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

1. PARTIES AND RECITALS

a. This Franchise Agreement ("Agreement") is made as of _____, 20____, by and between PFG Ventures, L.P., an Ohio limited partnership, organized under the laws of Ohio, with its principal place of business at 8800 East Pleasant Valley Road, Cleveland, Ohio 44131 ("We" or "Us"), and _____ ("You" or "Franchise Owner"), with a place of business at _____. "You" includes (i) each person who signs a Guaranty of Franchise Owner's Undertakings for purpose of the covenants contained in this Agreement and for the purpose of assuming the Franchise Owner's compliance with this Agreement, and (ii) each principal of the entity or partnership.

b. Our predecessors and we have developed a plan and certain technology/software platforms for operating a business, which sells printed business products and services such as business forms, commercial printing, specialty advertising items, packaging, apparel, point-of-purchase displays, multi-media services and related business supplies, called the "Proforma System" or "System." We will modify the System to reflect improvements in operating procedures that you may use, and in the mix of products and services you may sell to your customers as a Proforma Franchise Owner.

c. Although we may authorize you or other franchise owners to conduct business under a name other than "Proforma®," the promotion of our "Licensed Marks," including Proforma® is a major part of our System. Our "Confidential Operations Manual" or "Manual," our proprietary business management system, and certain other documents and agreements provide certain details of our System, and contains the requirements and restrictions, which determine how you may use the System to operate a business, ("Franchised Business").

d. As a Proforma Franchise Owner you agree to operate your Franchised Business only in the manner explained in this Agreement, in the Manual, or in other agreements between us. You agree to operate your Franchised Business only through the business entity identified as the Owner's Business Entity on the Summary Pages. You and other franchise owners operating under this Agreement agree to change the way you operate your Franchised Business whenever changes in the Manual require you to, even if the changes require you to spend money. You also acknowledge that our franchise owners have signed different franchise agreements at different times and will do so in the future. We have allowed some franchise owners to conduct business in ways which differ from the standard requirements of our System; and that we will continue to do so if and when we think it is appropriate. However, such variations will have no effect whatsoever on your rights and duties as a Proforma franchise owner operating under this Agreement.

2. GRANT OF FRANCHISE

a. We hereby grant you a Franchise, which authorizes you, and you alone, to operate a Proforma Franchised Business, as designated on the Summary Pages. With the exceptions listed below, and except as provided in the Manual, you may operate your Franchised Business anywhere, and call on any potential customers you wish. You may relocate and operate your Franchised Business at any time or from any number of locations. If you are a Proforma Franchise Owner, you must inform us of each and every location and relocation of your Franchised Business. You may solicit business through the Internet using our approved methods. Similarly, we may grant Franchises to whomever we wish, regardless of where the franchise owners are located or will do business; provided, such a franchise owner shall be subject to the then-current account resolution and market optimization policy described in the Manual or other document to protect your accounts. Our purpose in granting Franchises is to increase the number of customers which buy from the Proforma System, not to increase the number of franchise owners selling to the same customers.

b. We have an account resolution and market optimization policy (that we may amend from time-to-time) that may restrict where or to whom or by what media you may sell products and/or services you are authorized to sell through the Franchised Business ("Products and Services").

c. We may merge with, acquire or start other businesses, which sell similar or dissimilar, competitive, or non-competitive products and services anywhere and we may take all reasonable steps attendant to such business combinations without incurring any liability to you. Additionally, we reserve the right for us and any affiliate to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales to sell products and/or services that are competitive with you, we and our affiliates may operate a business similar to the Franchised Business at any locations we deem advisable, and this business(es) may be permitted to use the Proforma System and the Licensed Marks. We have one or more affiliates that operate a business under the System, and we have provided direct sales and service support to large volume accounts in the past and we may enter into similar arrangements in the future.

d. National Account Programs may be established by you or another franchise owner. Under these programs, conditions for dealing with customers having multiple locations may be set by you or the other franchise owner originating the program. Commissions for these programs are determined by you and the other franchise owner.

3. TERM

This Agreement becomes effective when we sign it and its term extends until either party terminates the Agreement as provided for herein.

4. OPERATING ASSISTANCE

We agree to provide you with no less than the following to help you set up and to operate your Franchised Business:

- a. Before you commence operating the Franchised Business (the “Commencement Date”), we will provide you:
 - i. Our customized training explaining the basics of operating a Franchised Business. You and your spouse or one partner, along with your employees may attend. We provide the training instructors and required training materials for our proprietary business management software; you must pay all other costs, including meals, travel and living expenses, and any additional materials expenses incurred in connection with the training;
 - ii. Electronic access to the Confidential Operations Manual;
 - iii. One Proprietary Business Management software license; and
 - iv. Access to the optional Proforma Selling System Tools at our standard fee.
- b. After the Commencement Date, we will provide you the following:
 - i. Marketing and sales techniques designed to assist you to create, maintain and grow relationships with new and existing customers;
 - ii. Our standard sales service support program, including telephone consultation with you concerning sales and marketing strategies, sourcing and other vendor related information and services related to customer needs, as well as answers to manufacturers’ and customers’ questions about orders;
 - iii. Invoicing of your customers, paying your suppliers, including us, with collections from your customers; and at our discretion making payments to your suppliers in advance of payment from your customers; and paying net receipts to you twice monthly. If we have collected less than what is required to pay all amounts due, we may pay your creditors, including ourselves, in any order or amount we determine is appropriate;
 - iv. Monthly reports reflecting your gross billings, receipts, outstanding customer account balances and other information;
 - v. Requested cash flow analysis; and
 - vi. Marketing materials for our standard fees.
- c. We also offer other services and we may charge you for some of them. There may be a cost for some of these services. Such cost may change from time-to-time, and these services may be changed, modified, or canceled at any time without any liability or obligation to you. Such services currently include: Prospect and lead identification programs; appointment setting programs; sales presentation tools; sales and marketing literature; sales and customer service staff recruitment program; product importing assistance; personalized catalogs, merger and acquisition support programs; website marketing programs; North American Major Account programs; product knowledge and selling skills training programs; personal business success coach programs; credit insurance; ideas network; and recognition programs.
- d. We may delegate some of our support obligations to a third party. However, we remain liable to you for providing services required by this Agreement.

5. FEES AND PAYMENTS

- a. Once you commence business, we will retain from amounts we collect on your behalf the Monthly Service Fees and the Monthly Marketing Fees described on the Summary Pages, and every other payment or amount you owe us because of our franchise relationship.
- b. We will collect a service charge from you equal to the lesser of the compounded daily equivalent of 15% per year of all amounts you owe us which are overdue by more than 5 days, or the highest rate then permitted by applicable law for each day such amount is past due.
- c. “Gross Volume of Business” means the gross amount of all billings made by, on behalf of or through the Franchised Business or in connection with the Licensed Marks, regardless of whether the bills are collected, regardless of the form of payment, and regardless of whether the sales or billings were performed in compliance with this Agreement. The Gross Volume of Business excludes only shipping charges, sales taxes or similar taxes which by law you must collect.
- d. You must promptly pay to us for deposit in the Marketing Fund (“Fund”), all allowances, payments and other consideration you receive from suppliers or others for cooperative marketing, services or warranties.

6. LICENSED MARKS

- a. You may only use the Licensed Marks we have designated in Paragraph 3 of the Summary Pages for the purpose of operating the Franchised Business, and in the manner prescribed in the Manual. You may not use

the Licensed Marks in your corporate name. You only may use Proforma® as a domain name or other identifier of an Internet site or web page with our prior written approval. This Agreement gives you no ownership in the Licensed Marks, or any right to a payment for goodwill when the Agreement terminates. You may never directly or indirectly commit any act of infringement, or contest or aid others in contesting the validity of our, or Proforma, Inc.'s, right to use any of the Licensed Marks, or take any other action which undermines our rights. Without our approval, you may not link any web page or Internet site bearing our Licensed Marks to any other web page or Internet site.

b. You will promptly notify us of any unauthorized attempted use or use of the Licensed Marks, any variation of them, or any other mark or name in which we claim a proprietary interest. At our expense, you will assist us in taking any action we decide is appropriate to halt such activities. You will take no action nor incur any expenses on our behalf without our prior approval.

c. We may designate new, modified or replacement Licensed Marks for your use, and require you to use them in addition to or instead of any previously designated Licensed Marks. You must pay your own expenses associated with implementing required changes.

d. Every use of the Proforma® service mark or trade name as an identifier of the Franchised Business must be in conjunction with a suffix or other words or phrases more specifically identifying the Franchised Business, and the exact format must be approved in advance by us, *e.g.*, "Proforma® Speed Service."

e. Proforma, Inc. claims common law rights with respect to the registered service marks arising from its, or its related parties', exclusive use of such marks from their date of first use. All affidavits of use required to be filed to maintain registration of the Licensed Marks listed above have been timely filed.

f. You may conduct your Franchised Business under a name other than "Proforma," if we have approved your use of that other name.

7. STANDARDS OF OPERATION

a. You must always operate the Franchised Business in the way this Agreement and the Manual prescribe.

b. All supplies or materials, products or services you purchase or sell must always meet the standards specified in the Manual, and must be purchased from suppliers which we have approved. Except as specified in the Manual, no franchise owner or franchise broker is an approved supplier.

c. You must promptly respond to customer and supplier inquiries or complaints, and you must take any other action we request to insure positive relations with any of your actual or prospective customers or suppliers or those of other Proforma franchise owners.

d. Only you or any individual who we approve may operate the Franchised Business. If training occurs in our facility, you must pay all expenses incurred in such training including, without limitation, the cost of travel, room, board and wages of the trainee(s). If training occurs in our facility, we may charge a meal fee and a materials fee pursuant to the training for your attendees.

e. You must instruct all your customers to pay us directly for all products and services sold through the Franchised Business. If you receive a payment from your customers, you must immediately forward the entire payment to us with an explanation of what you have done, unless you have our advance written permission to collect and/or retain a payment. From receipts we collect from your customers, we will pay in the ordinary course of business vendors who have supplied products and services to you and your customers. However, if you are in default under this Agreement, we may apply receipts we collect in any way we deem appropriate to satisfy your obligations to us or to others, and we may suspend payments to you or your vendors until all your defaults are cured. We will schedule payments in a manner which is consistent with sound business practices. You must make all payments to suppliers through us. We may retain any prompt payment discount we receive from suppliers as consideration for our services to you.

f. If you make any direct vendor payments of \$500 or more without our prior approval, you will be required to pay to us a minimum of \$100 or 10% of the vendor invoice amount, whichever is higher.

g. You must use in your Franchised Business a dedicated business telephone line(s), software/technology that we may prescribe from time-to-time, and you must subscribe to an E-mail service through us. All of the foregoing shall be maintained throughout the term of the Agreement.

h. You must use our proprietary business management software and the hardware we prescribe within 15 days of the Business Commencement Date of this Agreement.

i. You will participate in and be bound by the decisions of which we approve, of any Owners Advisory Council ("OAC"), franchise owner association or cooperative established and operated pursuant to standards we prescribe or approve. Decisions may relate to the sales and marketing fund and assessments for advertising, annual association dues, financing of accounts receivable, or any other decision we approve.

j. You are responsible for collecting all accounts of your customers. After notifying you, we may discontinue sales to or instruct suppliers not to ship to any customer who fails to pay your invoices. At our sole discretion, we may assist you in collecting accounts of customers; however, you will remain responsible for the

ultimate collection of such accounts and all amounts owed to us under the terms of this Agreement. We will not be liable for any bad debts, discrepancies and complaints or lost accounts that may result in connection with our collection efforts. We may in good faith settle or adjust disputes or claims directly with your customers without affecting your liability to us, and with your written approval we may sue your customers for amounts they owe.

k. If we implement a successor to our proprietary business management system currently in use, you will be required to use the successor system and execute a license agreement at that time. You may incur additional costs, including licensing costs, to use the successor system. Under a successor system, if we determine that revisions are appropriate, we may require you, following at least 30 days' notice, to use them if the benefits warrant it. The Agreement does not contain any limitation on the frequency or cost associated with these changes.

8. CONFIDENTIAL MATERIALS

a. Our Confidential Operations Manual contains trade secrets and confidential information which we have developed at considerable expense and which we own.

b. Our Proforma System contains trade secrets and confidential information which we have developed at considerable expense and which we own.

c. Our Proforma University's training materials, including the Team Proforma 400 Program and the Pillars Club contain trade secrets and confidential information which we have developed at considerable expense and which we own.

d. Our proprietary business management system, e-commerce platforms, and all other proprietary software contain trade secrets and confidential information which we have developed at considerable expense and which we own.

e. You may not copy or disseminate contents of any confidential or proprietary information, including but not limited to, the Proforma System training materials, Manual or our Team Proforma 400, the Pillars Club, or Million Dollar Club Programs, proprietary business management system, e-commerce platforms, and all other proprietary software without our approval. You must keep these materials current and in a secure place. Unauthorized use or disclosure of the Proforma System training materials, Manual, or our Team Proforma 400, the Pillars Club, or Million Dollar Club Program, proprietary business management system, e-commerce platforms, and all other proprietary software contents will cause irreparable harm to us and the System. Because legal damages could not adequately compensate us, you agree that a court should enjoin you from any further unauthorized use or disclosure of the Proforma System, Manual, our Team Proforma 400, the Pillars Club, or Million Dollar Club Programs, proprietary business management system, e-commerce platforms, and all other proprietary software or their contents if we sue you.

9. ADVERTISING AND MARKETING

a. We will administer and direct all expenses of the Fund in a way we deem best. The Fund consists of all marketing fees we collect from franchise owners. We may use the Fund for any reasonable expenses and expenses related to the marketing department, advertising, public relations, promotional activities, market research, business development initiatives, lead generation, and technology initiatives (collectively "marketing") including, without limitation, the cost of salaries, agencies, equipment and associated overhead, and promotion of Proforma and our Products and Services on the Internet.

b. Although we may use the Fund to provide marketing assistance to individual franchise owners based, in part, on their contributions to the Fund, we are not obliged to provide you or any franchise owner with marketing which benefits you directly or in proportion to your contributions. Pursuant to Paragraph 7(i), with approval of the Proforma Owner's Advisory Council, we may spend the Fund for projects other than "marketing."

10. STATEMENTS AND RECORDS

a. You must maintain for at least three years original and complete records, which accurately reflect all information we prescribe in the Manual, and you must provide us, upon demand, with any such information or documents we request. We, or our designee, may examine and audit your records at any reasonable time.

b. You must provide us monthly income statements, complete financial statements, and/or your business and personal tax returns (with all applicable schedules and records) within 30 days of your receipt of our request.

11. COVENANTS

a. During the term of this Agreement, you and your guarantor(s) covenant, individually:

i. Not to engage in any business similar to the Franchised Business, without our prior written approval;

ii. To devote your full-time and best efforts to the operation of the Franchised Business unless you receive our prior written approval;

- iii. Not to divert or attempt to divert any business or any actual or potential customers of us, you or other Proforma franchise owners to any competitive business;
 - iv. Not to directly or indirectly sell or promote any products or services to Proforma franchise owners or franchise brokers without our prior written approval, which we may unreasonably withhold; and
 - v. To keep your business entity in good standing.
- b. If you own an interest in or work in a business other than your Franchised Business which sells Products or Services which are added to the Proforma System after the Effective Date, you agree upon us giving you notice of such change to:
- i. Discontinue sales of such Products and Services through such other business;
 - ii. Only sell such Products or Services through the Franchised Business, in which case we will assess service fees and marketing fees on any increase in your Gross Volume of Business from sales of those Products and Services; and
 - iii. Discontinue all ownership above a 5% equity interest in such business, and discontinue working for or on behalf of such business.
- c. For one year after the Agreement terminates:
- i. Unless you have satisfied the requirements of Paragraphs 13(f) and 14, you, and anyone acting on your behalf or for your benefit, will not directly or indirectly, offer or sell any Product or Services to any person or organization which was, at any time during the two-year period prior to such termination, a customer to which you sold Products or Services, or which you know is a customer of a franchise owner using proprietary information gained while in our system. "Customer" includes successors of any customer, who reorganized, merged, acquired or transferred their business;
 - ii. You will not contact any vendor or supplier of the Franchised Business for the purpose of buying any Products or Services on behalf of any third party. This subparagraph ii does not apply to vendors or suppliers with whom you had transacted business prior to the Effective Date; provided, however, if this Agreement is a Renewal Agreement pursuant to Line 8 of the Summary Pages, then subparagraph ii does not apply to vendors or suppliers with whom you had transacted business prior to operating your Proforma Franchised Business.
- d. You must execute enforceable confidentiality agreements with all of your employees, independent contractors, agents and representatives on forms consistent with the laws of your state. Unless otherwise prohibited by state law, the term of confidentiality shall be indefinite. You may never execute a confidentiality agreement with a competitor and share our information, data, confidential information, proprietary information, or any other aspect of your Franchised Business.
- e. Each covenant in this Agreement is to be taken as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant is held unenforceable by a court or tribunal having valid jurisdiction in an non-appealable final decision to which we are a party, you will be bound by any lesser covenant imposing the maximum duty permitted by law that is included within the terms of such covenant, as if the resulting covenant were separately stated in and made a part of this Agreement. The existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants in this Agreement.
- f. We may reduce the scope of any covenant in this Agreement without your consent, effective immediately upon your receipt of our notice. You will comply immediately with any covenant as so modified.
- g. If you have Relevant Industry Experience or are a Conversion Franchise, provided we receive all money you owe us under the Agreement (including, without limitation, amounts owed us under Paragraphs 13 and 14) within 10 days of the termination of this Agreement and you otherwise comply with the covenants prescribed by Paragraph 13(f) and Section 14, the Customers listed on Schedule 1 will not be subject to Paragraph 11(c).

12. TRANSFER AND ASSIGNMENT OF AGREEMENT

- a. We may freely transfer our rights and duties under this Agreement. The transfer will be binding upon and inure to the benefit of our successors and assigns. If we conclude such a transfer, the transferee will be solely liable to you for fulfilling obligations under this Agreement after the transfer. In the course of negotiating a transfer, we may share such information about our System and our franchise owners as is customary in such transactions. You agree that you will not act either alone or with others, to interfere with, stop or slow any such negotiations.
- b. The rights and duties set forth in this Agreement are personal to you and others who own an interest in the Franchise Owner's business entity or the Franchised Business. We granted you the Franchise in reliance on your personal character and financial capacity. Accordingly, you may not without our prior consent, give away, sell, assign, pledge, lease, license, devise or otherwise transfer, either directly or in any other manner, this Agreement, any of your rights or obligations under this Agreement, or any interest or shares of stock of any kind or nature in your business or any significant asset of the Franchised Business, including without limitation, any accounts, customers or clients of the Franchised Business (any such transaction being referred to as a "Transfer"). We may prohibit a transfer

of accounts or other assets of the Franchised Business which does not also involve a Transfer of the Franchise or which is not a Transfer to another Proforma franchise owner.

c. You must notify Proforma of any transfer of customer accounts no less than sixty (60) days prior to the actual transfer.

d. A copy of the executed purchase agreement must be submitted to us prior to completing the transfer.

e. You must complete the transfer of accounts to an existing franchise owner within 60 days after we receive the notice of any transfer.

f. You must execute a general release on a form we provide you, of any and all claims you have or may have against us.

g. Any Transfer, which does not comply with the terms of this Paragraph 12, will be null and void.

h. Before completing a Transfer, you must comply with procedures in the Manual and give us a right of first refusal to purchase whatever you propose to Transfer. We may require any transferee to guarantee your obligations under this Agreement or under any new Agreement the transferee enters with us.

i. Regardless of the above, if your designated survivor, if any, continues to meet our qualifications as a franchise owner and desires to acquire and retain your interest in the Franchise and to continue to operate the Franchised Business, the designated survivor may do so if he or she agrees to be bound by this Agreement, guarantees your obligations to us, completes our training program if we require it, and commences operation of the Franchised Business within 30 days following your death.

i. If the person authorized to operate your Franchised Business (the "Designee") becomes incapacitated to the extent that we determine he or she is unable to conduct normal business functions, or if the Designee dies, we at our option, may appoint an interim Designee, who may be another franchise owner, us or your designated survivor, if any, to operate the Franchised Business for the benefit of your estate until the Franchise has been transferred to a new franchise owner in compliance with this Paragraph 12, has been terminated, or until we approve a new Designee to operate the Business for the benefit of your Survivors. Your Survivors include your estate, others owning an interest in your Franchised Business, including any trust which owns an interest in the Franchised Business under terms which we have approved, and the beneficiaries of any will or trust you have established.

ii. Absent agreement to the contrary, the Designee's compensation shall equal 50% of the net proceeds collected from amounts the Designee bills on behalf of your Franchised Business. The Franchised Business shall be liable for paying taxes and all other expenses of the Franchised Business from its share of the proceeds. A Designee may condition his or her services on the Survivor's agreement to different compensation or to an indemnification agreement.

iii. We have no duty to appoint a Designee. We do not represent or warrant that any Designee will operate the business in a way which is profitable. We will condition our approval of a Designee on your successor's releasing us from liability for acts or omissions of a Designee.

j. If the Survivor does not desire to acquire or retain your interest, the Survivor will have a reasonable period of time, but no more than 60 days, to make a transfer acceptable to us, subject to the procedures described above. Throughout such period, if your Survivor is incapable of operating your Franchised Business, we may designate someone to operate your Franchised Business ("Designee") as described in Paragraph 12(i) to continue operation until the Survivor has fulfilled all your duties under this Agreement.

k. If you become incapacitated or disabled to the extent which we conclude interferes with your ability to fulfill your obligations under this Agreement, and your Survivor does not desire to acquire or retain your interest, at our option we may appoint a Designee to fulfill your obligations under this Agreement, or we may require your shareholders, partners, conservator, or guardian to transfer or sell the rights under this Agreement to a third party whom we approve. Any such transfer requirement must be concluded within a reasonable time from our request, not to exceed 60 days.

13. DEFAULT AND TERMINATION

a. Without waiving our other legal and equitable rights, we may terminate this Agreement and all your rights granted in this Agreement, upon the occurrence of any of the following defaults:

i. If you do not pay any financial obligation created in this Agreement, and if you fail to cure such nonpayment within 10 days after we give you a notice to cure;

ii. If you do not perform or if you breach any covenant, obligation, term, condition, warranty or certification of this Agreement or any other agreement, and you fail to cure such non-compliance within 10 days after we give you a notice to cure;

iii. a. If you do not commence business within 45 days after we sign the Agreement, or if your Gross Volume of Business averages less than \$1,000 per month during the first six months following the Effective Date of this Agreement or less than \$50,000 for any six month period thereafter, throughout the term of the Agreement;

b. If this Agreement is a Renewal Agreement pursuant to Line 8 of the Summary Pages, if your Gross Volume of Business averages less than \$50,000 for any six month period throughout the term of the Agreement, which may include the last six months of your prior franchise agreement.

iv. If you make, or have made, any materially false statement or report to us in connection with this Agreement or in our franchise application process;

v. If you operate the Franchised Business in a manner which is neither prescribed nor approved in the Manual or the proprietary business management system or e-commerce platform(s), or if you use the Licensed Marks in a way we have not approved, and you fail to cure all deficiencies within 10 days after we give you a notice to cure;

vi. If there is any violation of our Transfer requirements contained in this Agreement or in the Manual;

vii. If in the same calendar year we send you two or more written notices to cure defaults or violations of this Agreement, or if we receive three or more written complaints from actual or potential customers or vendors about your conduct as a Proforma franchise owner;

viii. If you abandon or cease to operate the Franchised Business. Conclusive evidence of abandonment includes your failure to report any sales to us during any three consecutive month period;

ix. If you or any person owning an interest in you are convicted of a felony, a crime of moral turpitude, or any crime or offense relating to the operation of the Franchised Business;

x. If you or any of your guarantors default in any other agreement with us, and the default is not cured in accordance with the terms of such other agreement;

xi. If you violate or permit a violation of any covenant of confidentiality contained in Paragraph 8 of this Agreement; or

xii. If you become insolvent, assign your assets for the benefit of your creditors, or if you consent to the institution of proceedings to appoint a custodian or receiver of all or part of your assets, or if a receiver, Trustee or other custodian of all or part of your assets is appointed, or if you fail to notify us when you file either personal and/or business bankruptcy.

b. If applicable law prescribes a different notice or cure period or good cause standard, it will apply to a termination of this Agreement.

c. If you collect any payments from your customers without immediately forwarding the payments to us with an explanation of what you have done. Unless you have our advance permission to collect and/or retain a payment, we will consider your act as constituting conversion and theft. In addition to our right to terminate your Franchise, we will have the right to receive from you three times the amount of the payment which you have collected. We must receive this amount within 10 days after we give you a notice to cure. You must list any other violations of this nature that have not been processed through the Proforma System and acknowledge the list as true and accurate. If we have not received payment in full, we will collect the amount from other payments we receive from your customers. We may retain those amounts without regard to payments which you owe to your vendors or others.

d. In lieu of terminating the Franchise Agreement for a default specified in this Paragraph 13, we may suspend some or all of the services we provide under this Agreement until you have cured the defaults or we have terminated your Agreement. The suspension shall become effective immediately. A suspension does not relieve you of your duties under this Agreement. A suspension may also include disabling your ability to access some or all of our proprietary business management software and its functionality.

e. In addition to our right to terminate this Agreement because you do not have a lawful charter for the business entity identified on the Summary Pages, we may require you to pay us a Business Charter Default Fee for any portion of a year when the Business Charter is not effective.

f. At any time following the Effective Date, you may terminate this Agreement without cause by giving us at least 60 days' prior written notice, and by paying us all amounts you owe us, plus an Account Acquisition Fee if you desire to service any or all of the accounts not listed on Schedule 1. The Account Acquisition Fee shall also apply if we terminate the Agreement. The Account Acquisition Fee means an amount equal to 24 times the average monthly Service Fee and Marketing Fee you owed us during the most recent 24 months of the Agreement (regardless of whether you owned your franchise for a full 24 months or whether this is a Renewal Agreement) on sales to all customers which are not listed on all Schedule 1. The Account Acquisition Fee shall not be due and owing to us if you and all your guarantors execute (i) an agreement (in form and substance acceptable to us) agreeing that you will cease selling products and/or services that are in the same or similar products and/or services offered by us (or by our franchise owners) to each and every customer which is not listed on Schedule 1 for at least one (1) year, and (ii) a general release of all claims against us. If this is a Renewal Agreement, only those customers identified on your original Schedule 1 of your initial franchise agreement shall be included on this Renewal Agreement's Schedule 1.

14. POST TERM OBLIGATIONS

Upon the termination of this Agreement, you shall immediately:

- a. Cease to be a Proforma Franchise Owner and cease to use the Licensed Marks and the System in any way;
- b. Pay all you owe us under all agreements, including this Agreement, plus costs and expenses we incur as a result of your default. Payments due us immediately include, without limitation, service fees and marketing fees which we otherwise would collect when we receive payments from customers of your Franchised Business;
- c. Return to us all copies of the Manual, our Team Proforma 400 Program, the Pillars Club Program, and Million Dollar Club Program materials, our proprietary business management software and its manuals, our e-commerce platforms and its manuals, our trade secrets, proprietary information and materials, and confidential information and materials and all our other data and property. You will retain no copy or record of any of the foregoing, except your copy of this Agreement, any correspondence between the parties, and any other document which you reasonably need for compliance with applicable laws;
- d. Provide us with a complete list of your employees, clients, customers, client and customer contacts, their respective addresses and telephone numbers, and a statement of all outstanding obligations you may have to third parties, and assign to us or our designee all customers, orders in process, contracts developed by or for the Franchised Business and a detailed order history, if requested;
- e. Take such action as we request to transfer to us or our designee white and yellow page telephone references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest which you may have in them; and
- f. If this Agreement is terminated because of a default identified in Paragraph 13(c) you must pay us three times the amount of all payments you have received and not immediately forwarded to us.

15. INSURANCE

- a. You will, at your expense and prior to the commencement of your Franchised Business, procure and maintain in full force and effect throughout the term of this Agreement, the types of insurance enumerated in the Manual in such amounts as we require of you. You must provide us evidence of your coverage in the manner prescribed in the Manual.
- b. Your procurement and maintenance of such insurance will not relieve you of any liability to us under any provisions of Paragraph 17 of this Agreement.

16. TAXES, PERMITS, AND INDEBTEDNESS

- a. You will promptly pay when due any and all federal, state and local taxes, including without limitation, unemployment and sales taxes, levied or assessed with respect to any services or products furnished pursuant to this Agreement. In addition, you will promptly pay all accounts or other indebtedness of every kind you incur in the operation of the Franchised Business.
- b. You will comply with all federal, state and local laws, rules and regulations and timely obtain any and all permits, certificates and licenses for the full and proper conduct of the Franchised Business.
- c. You hereby agree to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

17. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

- a. You agree to protect, defend, indemnify, and hold us, our affiliates, and our respective partners, directors, officers, employees and shareholders, jointly and severally, harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred (including without limitation attorneys' and accountants' fees) as a result of, arising out of, or connected with your negligent operation of the Franchised Business, or your breach of contract or your wrongful conduct (torts).
- b. This Agreement is not intended to create a fiduciary relationship between us, nor to constitute you as our agent, legal representative, subsidiary, joint venture, partner, employee or servant for any purpose whatsoever. You are an independent contractor. You cannot authorize, make any contract, warranty or representation or create any obligation on our behalf.

18. WRITTEN APPROVALS, WAIVERS, AND AMENDMENTS

- a. Whenever this Agreement requires our prior approval, you must make a timely written request. Unless the Agreement specifies a different time period, we will respond with our approval or disapproval within 15 days. If we have not specifically approved a request within such period, our failure to respond will be deemed a disapproval of your request.
- b. Our failure to exercise any power reserved to us by this Agreement, and any customs or practices in which we engage which vary from the terms of this Agreement, will not constitute a waiver of our right to demand

your exact compliance with any of the terms of this Agreement or the Manual. You must not consider our waiver or approval of any particular default or our acceptance of any payments due under this Agreement a waiver or approval of any preceding or subsequent breach of this Agreement.

c. We may modify any and all of our standards and criteria for approving or disapproving your requests, through changes to the Manual and otherwise, so long as such modifications do not conflict with your express rights created by this Agreement. Otherwise, subject to Paragraph 7(i), no amendment or variance from this Agreement will be binding on either of us without both parties' written agreement.

d. You hereby authorize and consent, on behalf of yourself, your affiliates and employees to accept any and all communications from us, our affiliates, employees, other franchisees and suppliers, sent via email, facsimile, telephone or any other method of communication, regardless of whether the communication was specifically requested or authorized by you, your affiliates or employees. You acknowledge that this Agreement provides the requisite relationship between you and us so that we may send you communications, without being in violation of the Telephone Communication Consumer Protection Act, the Do Not Call Registry, the Can-Spam Act, and any other current or future federal and state laws and regulations which regulate the right of one party to make communications with another.

19. ENFORCEMENT

a. We will be entitled to obtain, without bond, declarations, temporary and permanent injunctions, and orders of specific performance, to enforce the provisions of this Agreement.

b. The prevailing party in any litigation or arbitration concerning this Agreement will be entitled to receive from the non-prevailing party all its costs and expenses of obtaining such relief. This includes, but is not limited to, court costs and reasonable attorneys' fees, which the prevailing party may incorporate into the terms of any judgment, order or relief granted to the prevailing party.

c. If you prevail in any dispute against us or any of our partners, affiliates, officers, agents, employees or representatives as a result of any dispute arising out of the Agreement, or the awarding of the Franchise, the damages awarded you will not exceed the actual amounts you have paid us to acquire and operate the Franchised Business. Your recovery will be subject to an offset for income you have received from operating the Franchised Business.

d. If you sell products to a customer which we have identified as the exclusive customer of another franchise owner, in addition to other remedies available to us, we may remit the entire net proceeds of all such sales directly to the franchise owner to whom we have granted exclusive marketing right.

20. NOTICES

All notices must be written and sent via certified mail, return receipt requested and/or overnight delivery courier. We will send you notices at the address listed in Paragraph 2 of the Summary Pages unless you have notified us of a different address. Address notices to us using the address listed in Paragraph 1 of this Agreement, Attention: President and Chief Legal Officer unless we notify you of a different address. Any notice complying with the provisions hereof will be deemed to have been received two days after the date such notice is postmarked unless the receiving party confirms it has been received earlier.

21. GOVERNING LAW; WAIVER OF JURY TRIAL

We accept this Agreement in the State of Ohio. The law of the state in which you reside relating to the rights of franchise purchasers will govern the Agreement. That law will prevail in the event of any conflict of law. Otherwise, our respective rights and duties shall be governed by the law of Ohio. You and we consent to exclusive personal and subject matter jurisdiction, and exclusive venue in Cuyahoga County, Ohio, or in the Federal District Court for the Northern District of Ohio. Both parties hereby waive their right to trial by jury.

22. SEVERABILITY; CONSTRUCTION; MERGER AND INTEGRATION

a. Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, such decision or determination will not affect the validity of any remaining portion, and such remaining portion will remain in force and effect as if this Agreement had been executed with the invalid portion eliminated. Provided, however, that in the case of a declaration of invalidity, the provision declared invalid will not be invalidated in its entirety, but will be observed and performed by the parties to the extent such provision is valid and enforceable. The parties hereby agree that any such provision will be altered and amended to the extent necessary to affect such validity and enforceability.

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

c. The headings and captions contained herein are for the purposes of convenience and reference only. Do not construe them as a part of this Agreement. All terms and words used herein include the number and gender as the context of this Agreement may require.

d. This Agreement contains the entire Agreement of you and us concerning its subject matter, but no terms of the Agreement are intended to disclaim representations made in the disclosure document, attachments or addenda we provided to you. Neither party relies upon any prior written or oral representation or agreement. All such representations and agreements are merged into and have, to the extent intended, become a part of this Agreement. Only the written terms of this Agreement are binding on the parties.

e. Although we may offer services to you and to other Proforma franchise owners now and in the future which are not prescribed by this Agreement, this Agreement gives you no right to receive such services, and we will not be liable to you for modifying or eliminating them or for requiring you to pay additional fees for those services.

23. ACKNOWLEDGMENTS

You acknowledge that:

a. A Proforma Franchise involves business risks. Your volume, profit, income and success are dependent primarily upon your efforts as an independent business operator;

b. No one associated with us has warranted or guaranteed, expressly or by implication, the potential volume, profit, income or success of your Franchised Business;

c. We gave you a Franchise Disclosure Document no later than 14 calendar days before the execution of this Agreement or payment of any consideration. You have read the Franchise Disclosure Document and understand its contents;

d. You have had ample opportunity to consult with Proforma franchise owners and your attorneys, accountants and other advisors. Our attorneys have not advised or represented you with respect to this Agreement;

e. You represent that neither the execution of this Agreement or your performance of the Agreement's obligations and duties will violate any agreement or obligation to which you are a party or the rights of any other party in the operation of the Franchised Business;

f. Our ability to assist you in overcoming operational, financial or other problems depends in substantial part upon whether you make us aware of such problems. You, therefore, agree to promptly notify us if you believe that you are unable to meet your obligations arising from this Agreement, if you are unable to satisfy your expectations or needs relating to the Franchised Business, or if you believe we are not fulfilling our obligations to you. You agree that we will under no circumstances be liable to you for any loss suffered by you which resulted from a problem or default which you did not bring to our attention promptly after it arose.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

FRANCHISOR:

PFG Ventures, L.P.

Witness: _____

By: _____

Douglas A. Kordel

Its: President and Chief Legal Officer

Date: _____

FRANCHISE OWNER:

d/b/a Proforma

Witness: _____

By: _____

Title: _____

(Print Name)

Date: _____

Address: _____

GUARANTY OF FRANCHISE OWNER'S UNDERTAKINGS

The Franchisor, PFG Ventures L.P., ("we" or "us") and each undersigned Guarantor ("you") are the parties to this Guaranty, dated _____, 20____. You guaranty that _____, Franchise Owner ("Obligor"), will comply with all the terms of the Franchise Agreement(s) of this same date and all other agreements incorporated by reference or related to this Agreement ("Agreement(s)"). You guaranty that the Obligor will perform all the requirements of the Agreement, including the Obligor's duty to make timely payments to us for all obligations arising from the Agreement(s). Also, this Guaranty obligates you to comply with all covenants in the Agreement(s) which are intended to apply to the Obligor and guarantor(s), including obligation's contained in Paragraphs 6, 8, 11, 12, 13, 14, 16, 17, 19 and 23 of the Agreement. Our specification of certain duties does not limit your obligation to guaranty the Obligor's duty to comply with the entire Agreement(s) and any agreements incorporated in the Agreement(s) by reference. By signing below, you represent that you have read and understand the Agreement(s). You understand that without your Guaranty, we would not enter into the Agreement with the Obligor.

You are responsible to us for all of the Obligor's violations of the Agreement(s). Either we or any entity or person who succeeds us as the Franchisor may enforce this Guaranty against you. We may enforce this Guaranty against you without pursuing any remedy against others who might also be liable to us. We are not required to pursue remedies against property, which secures your liability or another's liability prior to pursuing remedies against you under this Guaranty. The liability or potential liability of others cannot reduce your liability to us. We alone may decide whether to negotiate with you regarding any claim we have or might have against you under this Guaranty. Likewise, if another person or entity is also liable or potentially liable to us for the Obligor's liability, which you also have guaranteed, we may negotiate with that person or entity regarding our claim against them without notifying you.

We are not required to notify you each time the Obligor either violates the Agreement(s) or otherwise becomes liable to us under the Agreement(s). We are not required to notify you of disputes between the Obligor and us. We are not required to notify you of your liability or potential liability before we enforce this Guaranty. You become liable to us when the Obligor becomes liable to us, without any requirement that we first notify you that you are or may be liable. By signing this Guaranty, you waive any legal right you may have to any notice or other communication from us before we enforce this Guaranty against you. Examples of legal rights you might have that you are waiving by signing this Guaranty are presentment, demand, notice of dishonor, protest and nonpayment.

You agree that you will pay our expenses of enforcing the Agreement(s) against the Obligor and this Guaranty against you. These expenses will include our reasonable attorneys' fees if we hire an attorney to enforce the Agreement or this Guaranty. You cannot modify or amend this Guaranty through our statements or actions. Modifications or amendments must be by written agreement between you and us or any person or entity that succeeds us as the Franchisor.

The term "you" as used in this Guaranty refers to each person who signs below. Your liability is joint and several and primary. This means, for example, that you are liable to us as if you were the only person signing this Guaranty with us, regardless of how many other persons sign this Guaranty, sign the Agreement(s) or otherwise

guaranty the Agreement(s). You consent to the exclusive jurisdiction of and exclusive venue in the Ohio courts or United States Courts situated in Cuyahoga County, Ohio, and you waive your right to trial by jury.

IN WITNESS WHEREOF, you hereby execute this Guaranty under seal effective as of the date of the Agreement(s).

Witness

(Print Name)

Address: _____

Guarantor (Franchise Owner)

Address: _____

Witness

(Print Name)

Address: _____

Guarantor (Other Responsible Party)

Address: _____

PFG Ventures
SCHEDULE A

Proforma, Inc. or PFG Ventures, L.P. are the sole and exclusive licensors or sublicensors of the following service marks and trademarks:

“PROFORMA[®]”

“PRO FORMA[®]”

“One Source. Infinite Resources.[®]”

“PROFORMA PROSTORES[®]”

“PROFORMA PRO STORES[®]”

**CALIFORNIA RIDER "A" TO FRANCHISE AGREEMENT
BETWEEN PFG VENTURES AND**

The Franchise Agreement between _____ ("Franchisee" or "You") and PFG Ventures, L.P. ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Rider"):

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
2. Neither the franchisor nor any person or franchise broker 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 persons from membership in such association or exchange.
3. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:
 - a. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.
 - b. Section 31125 of the California Corporations Code requires us to give you a disclosure document in a form containing the information that the commissioner may be rule or order require, before a solicitation of a proposed material modification of an existing franchise.
 - c. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning termination, transfer or non-renewal of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.
 - d. You must sign a general release if you transfer your franchise or acquire any customers upon termination of the Franchise Agreement. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professional Code §20010 void a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).
 - e. The Franchise Agreement and Master Software Agreement require payment of liquidated damages. These provisions may not be enforceable under California law.
 - f. The Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement. This provision may not be enforceable under California law.
 - g. The Franchise Agreement requires litigation to be conducted in Ohio and this requirement may be unenforceable under California law.

- h. The Franchise Agreement is governed by Ohio law and such requirement may be unenforceable under California law.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Rider to the Agreement on

_____, _____.

ATTEST:

FRANCHISOR:

PFG Ventures, L.P.

Witness: _____
Print Name: _____
Address: _____

By: _____
Title: _____
Date: _____

FRANCHISE OWNER:

Witness: _____
Print Name: _____
Address: _____

By: _____
Title: _____
Date: _____

EXHIBIT B

UNAUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2023—YTD MAY

And

**PFG VENTURES L.P. AND SUBSIDIARY CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED 2022 and 2021**

And

**PFG VENTURES L.P. AND SUBSIDIARY CONSOLIDATED FINANCIAL STATEMENTS
For Years Ended 2020, 2019 and 2018**

UNAUDITED

PFG VENTURES

LIMITED PARTNERSHIP

FINANCIAL STATEMENTS & RESULTS OF OPERATIONS

May 31, 2023

--- CONFIDENTIAL ---

MAY 31, 2023 YTD FINANCIAL STATEMENT: THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

UNAUDITED

PFG Ventures L.P.
Balance Sheet
May 31, 2023

UNAUDITED

YTD
2023
Consolidated

Assets

Current Assets

Cash & Marketable Securities	\$ 63,300
Accounts Receivable	24,899,300
Current Portion of Notes Receivable	75,200
Prepaid Expenses and Other Current Assets	1,288,600
Total Current Assets	26,326,400

Other Assets

Property	\$ 6,313,400
Notes Receivable, Less Current Portion	140,700
Related Party Receivables	3,300
Incentive Conversation Agreements	564,000
Deferred Charges	189,700
Total Other Assets	7,211,100

Total Assets

\$ 33,537,500

Liabilities and Partners' Capital

Current Liabilities

Current Portion of Notes Payable to Bank	\$ 125,300
Accounts Payable - Franchise Owners	(7,033,000)
Accounts Payable - Trade	3,700
Accrued and Other Liabilities	19,302,000
Total Current Liabilities	12,398,000

Other Liabilities

Notes Payable to Bank, Less Current Portion	605,800
Subordinated Notes	528,100
Related Party Liabilities	-
Total Other Liabilities	1,133,900

Partners' Capital

Noncontrolling Interest	1,015,100
Partners' Interests	18,990,500
Subscriptions Receivable	-
Accumulated Other Comprehensive Loss -	-
Currency Translation Adjustment	-
Total Partners' Capital	20,005,600

Total Liabilities and Partners' Capital

\$ 33,537,500

UNAUDITED

UNAUDITED

PFG Ventures L.P.
Statement of Operations
May 31, 2023

UNAUDITED

YTD
2023
Consolidated

Revenue

Franchise Service Fees	\$ 12,315,600
Franchise and Vendor Fees	1,690,600
Sales and Marketing Fees	-
Discounts Earned	105,000
Interest Income	68,600
Rental Income	243,800
Total Revenue	<u>14,423,600</u>

Costs and Expenses

Franchise and Vendor Support	4,598,900
Franchise Marketing	2,519,300
Franchise Services and Administration	3,043,600
Sales and Marketing	-
Depreciation and Amortization	1,110,200
Interest	50,600
Provision for Doubtful Accounts	202,500
Foreign Withholding Tax	2,400
Other	(626,700)
Rent	291,000
Total Costs and Expenses	<u>11,191,800</u>

UNAUDITED

Income Before Non-Controlling Interest and Cumulative Effect of a Change
in Accounting Principle

3,231,800

Non-Controlling Interest

(106,300)

Income Before Cumulative Effect of a Change in Accounting Principle

3,125,500

Cumulative Effect

-

Net Income

\$ 3,125,500

UNAUDITED

PFG VENTURES L.P. AND SUBSIDIARY
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

PFG VENTURES L.P. AND SUBSIDIARY

CONTENTS

Independent Auditors' Report.....	1-2
--	------------

Consolidated Financial Statements

Consolidated Balance Sheets	3-4
Consolidated Statements of Income.....	5
Consolidated Statements of Changes in Partners' Capital.....	6
Consolidated Statements of Cash Flows.....	7

Notes to Consolidated Financial Statements	8-23
---	-------------

INDEPENDENT AUDITORS' REPORT

To The Partners of
PFG Ventures L.P. and Subsidiary

We have audited the consolidated financial statements of PFG Ventures L.P. and Subsidiary (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of income and changes in partners' capital, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of PFG Ventures L.P. and Subsidiary, as of December 31, 2022 and 2021, and the consolidated results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of PFG Ventures L.P. and Subsidiary 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.

Responsibility of Management's for the Consolidated 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 PFG Ventures L.P. and Subsidiary'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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- 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 audits 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 PFG Ventures L.P. and Subsidiary'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 PFG Ventures L.P. and Subsidiary'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 audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Marcum LLP

Cleveland, OH
July 20, 2023

PFG VENTURES L.P. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 7,976,000	\$ 4,074,700
Accounts receivable, net	30,631,000	31,626,600
Current portion of notes receivable, net	57,100	26,300
Prepaid expenses and other current assets	<u>858,800</u>	<u>1,223,100</u>
Total Current Assets	<u>39,522,900</u>	<u>36,950,700</u>
Property, Net	<u>5,480,700</u>	<u>5,323,100</u>
Other Assets		
Notes receivable less current portion, net	73,600	--
Right of use assets, net	171,700	--
Incentive conversion agreements, net	848,400	1,455,700
Deferred charges	<u>189,700</u>	<u>189,700</u>
Total Other Assets	<u>1,283,400</u>	<u>1,645,400</u>
Total Assets	<u><u>\$ 46,287,000</u></u>	<u><u>\$ 43,919,200</u></u>

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

PFG VENTURES L.P. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS (CONTINUED)

DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
Liabilities and Partners' Capital		
Current Liabilities		
Current portion of notes payable to bank	\$ 125,300	\$ 125,300
Current portion of operating lease liabilities	49,000	--
Subordinated note payable	528,100	--
Accounts payable - franchise owners	9,343,500	10,799,400
Accounts payable - trade	--	74,000
Accrued and other liabilities	14,743,800	9,726,800
Total Current Liabilities	<u>24,789,700</u>	<u>20,725,500</u>
Other Liabilities		
Operating lease liabilities, net of current portion	125,600	--
Notes payable to bank less current portion, net	658,000	781,800
Subordinated note payable less current portion	--	528,100
Total Other Liabilities	<u>783,600</u>	<u>1,309,900</u>
Partners' Capital		
Partners' interests	19,795,900	21,091,600
Non-controlling interest	917,800	792,200
Total Partners' Capital	<u>20,713,700</u>	<u>21,883,800</u>
Total Liabilities and Partners' Capital	<u>\$ 46,287,000</u>	<u>\$ 43,919,200</u>

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

PFG VENTURES L.P. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF INCOME

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
Revenue		
Franchise service fees	\$ 29,392,300	\$ 26,383,400
Franchise and vendor fees	3,885,100	3,551,500
Sales and marketing fees	3,181,600	2,862,500
Discounts earned	287,100	246,700
Gain on forgiveness of PPP Loan	--	2,646,900
Interest income	127,500	76,900
Total Revenue	<u>36,873,600</u>	<u>35,767,900</u>
Cost and Expenses		
Franchise and vendor support	10,250,500	8,289,100
Franchise marketing	5,936,300	5,029,200
Franchise services and administration	6,397,300	5,602,000
Sales and marketing	3,181,600	2,862,500
Depreciation and amortization	2,627,600	2,674,400
Interest	125,200	136,500
Foreign withholding tax	66,100	74,600
Other	368,300	(274,300)
Total Costs and Expenses	<u>28,952,900</u>	<u>24,394,000</u>
Net Income	7,920,700	11,373,900
Less: Net Income Attributable to Non-Controlling Interest	<u>(125,600)</u>	<u>(264,500)</u>
Net Income Attributable to PFG Ventures L.P. and Subsidiary	<u>\$ 7,795,100</u>	<u>\$ 11,109,400</u>

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

PFG VENTURES L.P. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN PARTNERS' CAPITAL

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	Partners' Interests	Non-Controlling Interest	Total Partners' Capital
Balance - January 1, 2021	\$ 13,434,300	\$ 877,200	\$ 14,311,500
Distributions to partners	(3,452,100)	(349,500)	\$ (3,801,600)
Net income	<u>11,109,400</u>	<u>264,500</u>	<u>11,373,900</u>
Balance - December 31, 2021	21,091,600	792,200	21,883,800
Distributions to partners	(9,090,800)	--	(9,090,800)
Net income	<u>7,795,100</u>	<u>125,600</u>	<u>7,920,700</u>
Balance - December 31, 2022	<u>\$ 19,795,900</u>	<u>\$ 917,800</u>	<u>\$ 20,713,700</u>

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

PFG VENTURES L.P. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
Cash Flows from Operating Activities		
Net income	\$ 7,920,700	\$ 11,373,900
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,409,000	2,674,400
Amortization of right of use assets	47,300	--
Amortization of debt issuance costs	1,500	6,000
Recovery of uncollectible notes	--	(62,100)
Gain on forgiveness of PPP Loan	--	(2,186,700)
Changes in operating assets and liabilities:		
Accounts receivable	995,600	(5,966,500)
Prepaid expenses and other assets	364,300	(226,600)
Accounts payable - franchise owners	(1,455,900)	4,418,200
Accounts payable - trade	(74,000)	(595,100)
Accrued and other liabilities	5,017,000	955,800
Operating lease liabilities	(44,400)	--
Net Cash Provided by Operating Activities	<u>15,181,100</u>	<u>10,391,300</u>
Cash Flows From Investing Activities		
Capital expenditures	(2,034,000)	(453,900)
Cash paid for incentive conversion agreements	74,700	(1,590,300)
Issuance of notes receivable	(205,000)	(29,300)
Payments received on notes receivable	100,600	124,100
Net Cash Used in Investing Activities	<u>(2,063,700)</u>	<u>(1,949,400)</u>
Cash Flows From Financing Activities		
Payments on notes payable to bank	(125,300)	(705,100)
Distributions to partners	(9,090,800)	(3,801,600)
Net Cash Used in Financing Activities	<u>(9,216,100)</u>	<u>(4,506,700)</u>
Increase in Cash and Cash Equivalents	3,901,300	3,935,200
Cash and Cash Equivalents - Beginning of Year	<u>4,074,700</u>	<u>139,500</u>
Cash and Cash Equivalents - End of Year	<u>\$ 7,976,000</u>	<u>\$ 4,074,700</u>

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

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF BUSINESS

PFG Ventures was organized in December 1993 under the Uniform Partnership Act of Ohio and commenced operations in February 1994. On December 29, 1999, the entity was restructured as a limited partnership and renamed PFG Ventures L.P. ("Ventures"). Ventures' managing partner is Proforma, Inc. ("PFI"). Ventures was organized for the purpose of operating as the franchisor of franchises specializing in the sale and distribution of printed business products and services, including business forms, commercial printing, and promotional products. Ventures licenses franchise owners to use its trade name and business systems for selling and distributing these products and services in North America. The Partnership ends on December 31, 2023, or sooner, in accordance with the provisions of the Limited Partnership Agreement. The Partners intend to extend the Limited Partnership Agreement prior to its expiration on December 31, 2023. Under the Limited Partnership Agreement, PFI is entitled to annual preferred distributions of \$200,000.

PFG Properties ("Properties") was organized in December 1995 and commenced operations in March 1996. Properties' managing partner is PFI. Properties rents administrative offices to Ventures, an affiliated partnership.

In February 2010, Ventures formed GSL Distribution, Inc. ("GSL") (collectively, the "Company"), a wholly-owned subsidiary. GSL was created for the purpose of acquiring the sales representative contracts and agreements of a distributor of printed business products and services, commercial printing, specialty advertising items, multimedia services, and related business supplies. This acquisition was consummated on March 4, 2010.

BASIS OF PRESENTATION

The accompanying consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). The consolidated financial statements include only those assets, liabilities, revenues, and expenses that relate to the Company. The consolidated financial statements do not include any assets, liabilities, revenues, or expenses attributable to the partners' individual activities.

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RECLASSIFICATIONS

Certain reclassifications were made to the 2021 financial statements to conform to the presentation of the 2022 financial statements, which did not affect net income as previously reported.

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of Ventures and its wholly-owned subsidiary, GSL. GAAP provide guidance on how to identify a variable interest entity ("VIE") and determine when the assets, liabilities, non-controlling interests, and results of operations of a VIE need to be included in an entity's consolidated financial statements. The standard also requires additional disclosures by primary beneficiaries and other significant variable interest holders. Properties and Ventures are commonly controlled entities in which substantially all the activities between these entities are related to leasing activities. Accordingly, the Company has consolidated Properties in these financial statements, which represents the non-controlling interest.

In addition, the Company has determined that some of the franchisees qualify as VIEs due to the financial support that the Company provides them. The Company determined it is not the primary beneficiary of these franchisees since the Company does not hold the power to direct the activities that most significantly impact the economic performance of each franchisee; therefore, they have not been consolidated in these financial statements. The Company's maximum exposure to any losses as a result of its variable interest is limited to receivables due from these franchisees (see Note 2).

All significant intercompany accounts and transactions have been eliminated in consolidation.

PFG VENTURES L.P. AND SUBSIDIARY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

PRINCIPLES OF CONSOLIDATION (CONTINUED)

Assets and liabilities of Properties totaled the following as of December 31:

	2022	2021
Assets		
Current Assets		
Cash	\$ 202,800	\$ 61,700
Receivable due from PFG Ventures L.P.	-	556,200
Total Current Assets	<u>202,800</u>	<u>617,900</u>
Property		
Buildings	5,031,300	3,329,500
Furniture and fixtures	363,100	363,100
Other	118,800	118,800
	<u>5,513,200</u>	<u>3,811,400</u>
Less: Accumulated depreciation	<u>(2,825,500)</u>	<u>(2,617,500)</u>
Property, Net	<u>2,687,700</u>	<u>1,193,900</u>
Total Assets	<u><u>\$ 2,890,500</u></u>	<u><u>\$ 1,811,800</u></u>
Liabilities		
Current Liabilities		
Current portion of notes payable to bank	\$ 125,300	\$ 125,300
Payable due to PFG Ventures L.P.	1,181,800	--
Accrued and other liabilities	7,600	111,100
Total Current Liabilities	<u>1,314,700</u>	<u>236,400</u>
Long-term portion of notes payable to bank, net of debt issuance costs	<u>658,000</u>	<u>783,200</u>
Total Liabilities	<u><u>\$ 1,972,700</u></u>	<u><u>\$ 1,019,600</u></u>

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CASH EQUIVALENTS AND CREDIT RISK

The Company considers all cash accounts that are not subject to withdrawal restrictions or penalties and have a maturity of three months or less at the time of purchase, as cash and cash equivalents.

The Company maintains its cash balances in regulated financial institutions. Balances with financial institutions may exceed Federally insured limits.

USE OF ESTIMATES

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

REVENUE RECOGNITION

In accordance with Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606), the Company follows a five-step model to assess each contract of a sale or service to a customer: 1) identify the contract with a customer, 2) identify the performance obligations, 3) determine the transaction price, 4) allocate the transaction price to the performance obligations in the contract, and 5) recognize revenue when a performance obligation is satisfied. Revenue is recognized when a performance obligation is satisfied, and the customer obtains control of promised goods and services. The amount of revenue recognized reflects the consideration to which the Company expects to be entitled to receive in exchange for these goods and services.

Franchise Service Fees

The Company performs certain administrative, marketing, financial, and accounting services for franchise owners and charges a service fee as a percentage of franchise owner sales. This fee, generally, is 5% to 8% and is recognized as revenue when such revenues are earned by those franchise owners. Franchise service fee revenues are considered variable consideration primarily to the use of the license agreement and are recognized as revenue in the same period in which the sales are earned by the franchisees. Sales-based fees qualify under the royalty constraint exception and do not require an estimate of the future transaction price. Additionally, the Company is utilizing the practical expedient which allows the Company to not disclose the transaction price allocated to the unsatisfied performance obligations for sales-based fees.

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

Franchise and Vendor Fees

The franchise fee paid by new franchise owners provides for initial training in operations and other administrative assistance in connection with starting up a franchise. This fee may be fully or partially refunded contingent upon meeting certain sales thresholds. The fee is recorded as deferred revenue at the time the franchise is awarded and is reported as a component of accrued and other liabilities. The Company reports the non-refundable portion of the fee as revenue on a straight-line basis over the estimated term of the franchise agreement.

Certain vendors are invited by the Company to be preferred suppliers to the franchise owner network. The Company performs exclusive marketing and promotional services for these vendors and charges a fixed and/or variable fee for these services. Fixed fees range from \$250 to \$4,000 and are renewable annually whereas variable fees range from .5% to 7% of product cost. The Company has determined that the variable fees are susceptible to factors outside of the Company's influence, as they are dependent upon each franchisee's purchases. The Company cannot determine if it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur once the uncertainty is resolved; therefore, revenue is recognized as purchases occur.

Sales and Marketing Fees

Product advertising is provided through a sales and marketing fund for the franchise owners for which a fee, which approximates 1% of franchise owner sales, is charged. Under the franchise agreements, the contributions received must be spent on advertising, marketing, creative efforts, media support, or other related purposes specified in the agreements and generally results in no profit or loss recognized. The franchise owners' contributions to the Sales and Marketing Fund ("SAM Fund") were \$3,181,600 and \$2,862,500 in 2022 and 2021, respectively. As of December 31, 2022 and 2021, accrued marketing costs related to the Company's contractual obligations of the SAM Fund were \$6,900 and \$92,900, respectively.

Sales and marketing fees are considered variable consideration related primarily to franchisee's sales and are recognized as revenue in the same period in which the sales are earned by the franchisees. Sales-based fees qualify under the royalty constraint exception and do not require an estimate of the future transaction price. Additionally, the Company is utilizing the practical expedient which allows the Company to not disclose the transaction price allocated to the unsatisfied performance obligations for sales-based fees.

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION (CONTINUED)

Other Franchise Arrangements

Costs of franchise operations, including promotion, franchise owner training, and printing, are reported as expense when incurred.

As of December 31, 2022 and 2021, the Company has guaranteed \$9,500 and \$137,600 of vendor invoices for franchise owners, respectively. Company performance on these types of guarantees has historically been minimal and is not expected to be significant in future periods.

ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Company recognizes an allowance for losses on accounts receivable in an amount equal to the estimated probable losses, net of recoveries. The allowance is based on an analysis of historical bad debt experience and expected future write-offs, as well as an assessment of specific identifiable accounts considered at risk or uncollectible.

The carrying amount of notes receivable is reduced by an allowance for losses maintained at a level which, in management's judgment, is adequate to absorb credit losses inherent in the portfolio. The amount of the allowance is based on management's evaluation of the collectability of the portfolio, including the nature of the portfolio, credit concentrations, trends in historical data, specific impaired accounts, economic conditions and other risks inherent in the portfolio. The allowance is increased by a provision for losses, which is charged to expense, and reduced by charge offs, net of recoveries.

PROPERTY, DEPRECIATION, AND AMORTIZATION

Property is stated at cost. Depreciation and amortization are computed using the straight-line method over the estimated useful lives, ranging from three to thirty years for all assets except leased equipment, which is amortized over the shorter of the estimated life or the remaining lease term. Depreciation and amortization expense of property was \$1,876,400 and \$2,141,800 during the years ended December 31, 2022 and 2021, respectively. Maintenance and repair costs are recorded as expense in the year incurred.

The Company reviews its property, plant and equipment for impairment whenever changes in circumstances indicate that the carrying value may not be recovered. If the fair value is less than the carrying amount, an impairment loss is recognized for the difference. No impairment loss was recognized during both years ended December 31, 2022 and 2021.

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

DEFERRED CHARGES

Deferred charges consist of redemption for restricted limited partnership interests.

DEBT ISSUANCE COSTS

Debt issuance costs for obtaining financing in 2019 are recorded as a direct deduction from the respective note payable and amortized into interest expense using the effective interest method over the term of the respective note payable. The unamortized costs are reflected as a deduction of the notes payable to bank less current portion in the consolidated balance sheets.

PARTNERS' INTERESTS

The partners share net income and loss, after preferred distributions to PFI, in accordance with the allocations specified in the Limited Partnership Agreement.

INCOME TAXES

Ventures and Properties, with the consent of their members, have elected under the Internal Revenue Code to be taxed as a Partnership. In lieu of Federal and state income taxes, the owners of a Partnership are taxed on their proportionate share of the respective company's taxable income. Therefore, no provision or liability for Federal or state income taxes has been included in these consolidated financial statements.

The Company evaluates all significant tax positions. As of December 31, 2022 and 2021, the Company does not believe that it has taken any tax positions that would require disclosure nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next twelve months. The Company's income tax returns are subject to examination by the appropriate taxing jurisdictions. Interest and penalties are recorded, if applicable, to other costs and expenses in the accompanying consolidated statements of income.

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FOREIGN CURRENCY TRANSLATION

Assets and liabilities of the Company's foreign operations are translated into U.S. dollars at the year-end exchange rate, while revenues and expenses are translated at the average exchange rate during the year. The Company declares a foreign dividend each year in U.S. dollars and, therefore, there is no accumulated other comprehensive income (loss) shown in the consolidated statements of changes in partners' capital. Gains and losses from foreign currency transactions have not been significant.

ADOPTION OF FASB ASC 842

Effective January 1, 2022, the Company adopted FASB Accounting Standards Codification (ASC) 842, *Leases* (ASC 842). The Company determines if an arrangement contains a lease at inception based on whether the Company has the right to control the asset during the contract period and other facts and circumstances. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. The Company elected the short-term lease recognition exemption for all leases that qualify. Consequently, for those leases that qualify, the Company will not recognize right-of-use assets or lease liabilities on the balance sheet. The Company generally does not have access to the rate implicit in the lease, and therefore the Company utilizes a risk-free rate as the discount rate.

The adoption of ASC 842 resulted in the recognition of a right-of-use asset of \$219,000 and an operating lease liability of \$219,000 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with the Company's historical accounting treatment. The adoption of ASC 842 did not have a material impact on the Company's results of operations and cash flows. See Note 6.

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the consolidated income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Company for the year ending December 31, 2023. The Company is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

SUBSEQUENT EVENTS

The Company has evaluated subsequent events and transactions for potential recognition and presentation through July 20, 2023, which is the date the consolidated financial statements were available to be issued, and has determined that there were no subsequent events that have occurred through that date that should be recognized or disclosed in these consolidated financial statements.

NOTE 2 – ACCOUNTS RECEIVABLE, NOTES RECEIVABLE, AND RELATED TRANSACTIONS

Accounts receivable consist primarily of service fees from franchise owners on their sales, payments to suppliers on behalf of franchise owners, advances to franchise owners, and vendor fees. Payments to suppliers on behalf of franchise owners and advances to franchise owners represent a significant portion of the Company's accounts receivable; payments to suppliers on behalf of franchise owners and advances to franchise owners amounted to \$23,941,000, \$25,220,300, and \$21,125,300 at December 31, 2022 and 2021, and January 1, 2021, respectively. Receivables are net of an allowance for doubtful accounts of \$4,079,700, \$5,300,000, and \$3,485,500 at December 31, 2022 and 2021, and January 1, 2021, respectively.

Notes receivable from franchise owners are primarily for advances to franchise owners and incentive conversion loans. At December 31, 2022 and 2021, there were three notes that provided for interest at rates ranging from 5.25% to 15.00%. Notes receivable are net of an allowance for uncollectible notes of \$0 at December 31, 2022 and 2021.

PFG VENTURES L.P. AND SUBSIDIARY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 2 – ACCOUNTS RECEIVABLE, NOTES RECEIVABLE, AND RELATED TRANSACTIONS (CONTINUED)

The franchise owners have granted a security interest in the receivables arising from their franchise businesses to the Company. The franchise owners also have acknowledged the Company's right to pledge these receivables as collateral to lenders. One franchisee represents 11% and 18% of the Company's Accounts Receivables as of December 31, 2022 and 2021, respectively.

The Company collects the receivables directly from the franchise owners' customers. Vendor payments and fees due the Company pursuant to the franchise agreement are deducted and the net proceeds are paid to the franchise owners on a semimonthly basis. The Company may offset all amounts owed to it by a franchise owner before remitting any net proceeds to the franchise owner. Accounts payable to franchise owners are for the net proceeds payable to the franchise owners. Balances not paid in accordance with stipulated due dates are considered past due. The Company maintains ongoing credit evaluations and when necessary, provides reserves for potential doubtful accounts. These reserves are based upon management's review of delinquent accounts, historical collections, and potential exposure.

NOTE 3 - PROPERTY

Property consisted of the following at December 31:

	2022	2021
Buildings	\$ 5,031,300	\$ 3,329,500
Computer hardware and software	22,596,400	22,596,400
Office equipment and other	1,602,000	1,567,600
Furniture and fixtures	3,561,600	3,227,300
Construction in progress	275,900	275,900
	<u>33,067,200</u>	<u>31,046,700</u>
Less: Accumulated depreciation	<u>(27,586,500)</u>	<u>(25,723,600)</u>
Total Property, Net	<u><u>\$ 5,480,700</u></u>	<u><u>\$ 5,323,100</u></u>

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 4 – NOTES PAYABLE TO BANK

Effective March 15, 2019, Ventures extended its previous credit agreement dated June 7, 2016, with U.S. Bank (the "Bank") that includes a \$15,000,000 Revolving Credit Facility and a \$5,000,000 Term Loan.

The Revolving Credit Facility provided for interest (1.50% at December 31, 2021) that was based on LIBOR rates through maturity at March 31, 2022. The Revolving Credit Facility was modified on February 24, 2022, to extend the maturity date to March 31, 2025, and to update the calculation of interest to use the daily simple SOFR rate as described in the amended agreement (5.16% at December 31, 2022). There were no borrowings under the Revolving Credit Facility at December 31, 2022 and 2021.

The Term Loan was payable in monthly installments and provided for interest that was based on LIBOR rates. The Term Loan was paid in full during the year ended December 31, 2021.

Under the credit agreement, total borrowings shall not exceed 75% of eligible system-wide accounts, as defined; less the outstanding principal balance of the Term Loan. The agreement is collateralized by substantially all of the assets of Ventures and the accounts receivable of the franchise owners and is guaranteed by the general partners of Ventures.

The credit agreement requires the maintenance of specified financial ratios and certain levels of net worth. The financial covenants were met as of December 31, 2022 and 2021.

Effective March 15, 2019, Properties extended its 15-year mortgage note with a bank with fixed monthly principal payments of \$7,500 plus interest at 5.16% and due on or before March 31, 2024. The balance at December 31, 2022 and 2021 was \$563,300 and \$653,500, respectively.

In addition, effective March 15, 2019, Properties extended its 15-year mortgage note with a bank with fixed monthly principal payments of \$2,900 plus interest at 5.16% and due on or before March 31, 2024. The balance at December 31, 2022 and 2021 was \$220,000 and \$255,200, respectively. This mortgage note requires, among other things, the maintenance of specified financial ratios. The specified financial ratios were met as of December 31, 2022 and 2021.

PFG VENTURES L.P. AND SUBSIDIARY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 4 – NOTES PAYABLE TO BANK (CONTINUED)

Annual principal payments due under the mortgage notes payable to bank (exclusive of the Revolving Credit Facility and related Term Loan) as of December 31, 2022 are as follows:

For the Year Ending December 31,	Amount
2023	\$ 125,300
2024	<u>658,000</u>
Total	<u>\$ 783,300</u>

On March 27, 2020, Congress enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide certain relief as a result of the COVID-19 outbreak. The primary provisions of the CARES Act applicable to the Company include 1) compensation, benefits, and payroll relief for employers, and 2) availability of various types of government loans (some of which could be forgiven if certain conditions are met).

It also appropriated funds for the SBA Paycheck Protection Program loans that are forgivable in certain situations to promote continued employment, as well as Economic Injury Disaster Loans to provide liquidity to small businesses harmed by COVID-19.

On April 23, 2020, the Company entered into a promissory note evidencing an unsecured \$2,604,600 loan under the Paycheck Protection Program (the "PPP Loan"). The PPP Loan to the Company was made through US Bank, the Company's existing lender.

PFG VENTURES L.P. AND SUBSIDIARY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 4 – NOTES PAYABLE TO BANK (CONTINUED)

The Lender provided its consent under the Company's existing credit agreement for the Company to enter into the PPP Loan and documentation related to the PPP. The term of the PPP Loan was two years. The interest rate on the PPP Loan was 1%, which payment of interest and principal shall be deferred for the first ten months of the term of the loan. The promissory note evidencing the PPP Loan contains customary events of default relating to, among other things, payment defaults, breach of representations and warranties, or provisions of the promissory note. The occurrence of an event of default may result in the repayment of all amounts outstanding, collection of all amounts owing from the Company, and/or filing suit and obtaining judgment against the Company.

Under the terms of the CARES Act, PPP Loan recipients can apply for and be granted forgiveness for all or a portion of loans granted under the PPP. Such forgiveness will be determined, subject to limitations, based on the use of loan proceeds for payroll costs and mortgage interest, rent or utility costs and the maintenance of employee and compensation levels. During 2021, Company applied for, and was approved for forgiveness of the PPP loan, with the amounts which may be forgiven equal to the sum of payroll costs, covered rent and mortgage obligations and covered utilities, which payments were incurred by the Company during the 24-week period beginning on April 23, 2020, and calculated in accordance with the CARES Act. During the year ended December 31, 2021, the entire balance of the PPP loan was forgiven, less the balance of repayments made prior to forgiveness.

NOTE 5 – SUBORDINATED NOTES WITH RELATED PARTY

The Company has a subordinated debt agreement with an officer of the Company, with a balance of \$528,100 at December 31, 2022 and 2021. Interest on the outstanding note was 12.00% at December 31, 2022 and 2021. The outstanding note is due on December 31, 2023. The note is collateralized by substantially all of the assets of the Company and subordinated to the bank debt.

NOTE 6 – LEASES

The Company rents certain administrative offices from Properties, a subsidiary, and is obligated for annual rent of \$585,000 through December 2024 with an option to renew the lease for a five-year period, which the Company intends to renew. All intercompany activity is eliminated upon consolidation, therefore, the right-of-use assets and operating lease liabilities associated to the lease are not included on the accompanying consolidated balance sheets.

PFG VENTURES L.P. AND SUBSIDIARY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 6 – LEASES (CONTINUED)

The Company also leases various office spaces under operating lease agreements with third parties which expire at various times through 2026.

Rent expense under all operating lease agreements was \$760,100 and \$723,300 during the years ended December 31, 2022 and 2021, respectively. Rent paid to Properties amounted to \$487,500 and \$585,000 during the years ended December 31, 2022 and 2021, respectively, and is eliminated in consolidation.

The Company has elected to combine and account for lease and non-lease components as a single lease component for its leases.

During the year ended December 31, 2022, the Company incurred variable lease costs of \$118,341 related to common area maintenance charges. The lease agreements do not include any material residual value guarantees or restrictive covenants.

The components of total lease costs are as follows for the year ended December 31, 2022:

Operating lease cost	
Fixed rent expense	\$ 44,400
Variable lease costs	118,341
Short-term lease cost	<u>124,459</u>
	<u>\$ 287,226</u>

The following summarizes the line items in the balance sheet which include amounts for operating leases as of December 31, 2022:

Operating lease right-of-use asset	<u>\$ 171,700</u>
Current portion of operating lease liability	\$ 49,000
Operating lease liability, net of current portion	<u>125,600</u>
Total operating lease liability	<u>\$ 174,600</u>

The following summarizes the cash flow information related to operating lease for the year ended December 31, 2022:

Operating cash flows for operating lease	(\$44,400)
--	------------

Weighted average lease term and discount rate as of December 31, 2022, were as follows:

Weighted average remaining lease term	4.4 years
Weighted average discount rate	3.25%

PFG VENTURES L.P. AND SUBSIDIARY
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 6 – LEASES (CONTINUED)

The maturities of the operating lease liability as of December 31, 2022, were as follows:

For the Year Ending December 31,	Amount
2023	\$ 54,000
2024	54,600
2025	55,000
2026	<u>21,500</u>
	<u>185,100</u>
Interest	<u>(10,500)</u>
Total	<u>\$ 174,600</u>

NOTE 7 – OTHER RELATED PARTY TRANSACTIONS

The Company has a payable of \$2,032,400 and \$1,122,800 to Tampa Strategic Management Company at December 31, 2022 and 2021, respectively.

Tampa Strategic Management Company, a company that provides consulting services to Ventures, is a company owned by the majority owners of PFI. Ventures incurred \$2,700,000 and \$1,350,000 in consulting expenses from the affiliated company for the years ended December 31, 2022 and 2021, respectively.

NOTE 8 – DEFINED CONTRIBUTION BENEFIT PLAN

The Company participates in the Proforma 401(k) plan that covers substantially all employees. Participants may make voluntary contributions up to 15% of compensation, subject to certain Internal Revenue Service limitations. Company contributions are based on matching 50% of the first 6% of participant contributions. Contributions made by the Company under this plan were \$221,700 and \$108,600 for the years ended December 31, 2022 and 2021, respectively. At December 31, 2022 and 2021, there was no liability for any future payments.

NOTE 9 – PARTNERS' INTERESTS

Ventures has a Plan that provides for the sale of restricted limited partnership interests and the granting of limited partnership interest options to officers and key employees. An aggregate of 2.5% of the partnership interests of Ventures may be issued under the Plan.

PFG VENTURES L.P. AND SUBSIDIARY

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 9 – PARTNERS' INTERESTS

The total number of restricted interests and options sold or granted to a participant may not exceed 1% of the total interests of Ventures. The restricted interests and options are granted at the discretion of Ventures. No further sales of restricted interests or grants of options have been granted under the Plan after December 28, 2009.

NOTE 10 – INCENTIVE CONVERSION AGREEMENTS

Ventures entered into incentive conversion agreements offering qualified distributors consideration as an incentive to become Proforma franchise owners in exchange for a commitment to a new franchise agreement. Additionally, Ventures entered into incentive conversion agreements with certain existing franchise owners' as an incentive to eliminate their debt upon reaching minimum sales levels targets in exchange for a commitment to a new franchise agreement. The capitalized amount of all incentive conversion loans (less amounts fully amortized) was \$2,125,900 and \$2,070,000 at December 31, 2022 and 2021, respectively. These agreements are being amortized over the estimated minimum franchise life based on termination penalty provisions and estimated sales levels of the franchise owners. The accumulated amortization was \$1,277,500 and \$614,300 at December 31, 2022 and 2021, respectively. Amortization expense of \$532,600 and \$532,600 was recorded during the years ended December 31, 2022 and 2021, respectively. Management has determined no allowance is deemed necessary at December 31, 2022 and 2021.

NOTE 11 – SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year ended December 31, 2022 for interest:	\$ 125,200
---	------------

Cash paid during the year ended December 31, 2021 for interest:	\$ 119,500
---	------------

NON-CASH FINANCING ACTIVITY

During the year ended December 31, 2021, the balance of the PPP loan totaling \$2,186,700 was forgiven.

During the year ended December 31, 2022, Ventures disposed of property and equipment with a book cost of \$13,500 and accumulated depreciation of \$13,500.



PFG Ventures L.P. and Subsidiary

Consolidated Financial Statements
Years Ended December 31, 2020, 2019 and 2018

The report accompanying these financial statements was issued by
BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of
BDO International Limited, a UK company limited by guarantee.



PFG Ventures L.P. and Subsidiary

Consolidated Financial Statements
Years Ended December 31, 2020, 2019 and 2018

PFG Ventures L.P. and Subsidiary

Contents

Independent Auditor's Report	3-4
Consolidated Financial Statements	
Consolidated Balance Sheets	6
Consolidated Statements of Operations	7
Consolidated Statements of Changes in Partners' Capital	8
Consolidated Statements of Cash Flows	9-10
Notes to Consolidated Financial Statements	11-23



Tel: 216-325-1700
Fax: 216-325-1701
www.bdo.com

1300 East Ninth Street, Suite 1301
Cleveland, OH 44114

Independent Auditor's Report

Partners
PFG Ventures L.P. and Subsidiary
Cleveland, Ohio

Opinion

We have audited the consolidated financial statements of PFG Ventures L.P. and Subsidiary ("the Company"), which comprise the consolidated balance sheets as of December 31, 2020, 2019 and 2018, and the related consolidated statements of operations, changes in partners' capital, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter - COVID-19

As more fully described in Note 1 to the consolidated financial statements, the Company may be materially impacted by the outbreak of a novel coronavirus (COVID-19), which was declared a global pandemic by the World Health Organization in March 2020. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the International BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated 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 consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

BD&USA, LLP

Cleveland, Ohio
June 4, 2021

Consolidated Financial Statements

PFG Ventures L.P. and Subsidiary

Consolidated Balance Sheets

<i>December 31,</i>	2020	2019	2018
Assets			
Current Assets			
Cash and equivalents	\$ 139,500	\$ 82,700	\$ 77,200
Accounts receivable, net	28,029,700	23,561,000	18,543,700
Current portion of notes receivable, net	39,100	53,300	37,200
Prepaid expenses and other current assets	996,500	949,100	1,019,400
Total Current Assets	29,204,800	24,646,100	19,677,500
Property, Net	7,011,000	7,833,700	6,717,400
Other Assets			
Notes receivable, net - less current portion	19,900	58,800	44,100
Incentive conversion agreements, net	398,000	176,700	-
Deferred charges	189,700	189,700	190,900
Total Other Assets	607,600	425,200	235,000
Total Assets	\$ 36,823,400	\$ 32,905,000	\$ 26,629,900
Liabilities and Partners' Capital			
Current Liabilities			
Current portion of notes payable to bank	\$ 2,264,400	\$ 1,126,100	\$ 281,400
Accounts payable - franchise owners	6,381,200	9,181,900	5,608,100
Accounts payable - trade	669,100	1,399,200	2,326,500
Accrued and other liabilities	8,771,000	4,887,600	3,106,600
Total Current Liabilities	18,085,700	16,594,800	11,322,600
Other Liabilities			
Notes payable to bank less current portion, net	1,528,500	1,599,800	3,584,700
Subordinated note	528,100	528,100	528,100
Total Other Liabilities	2,056,600	2,127,900	4,112,800
Partners' Capital			
Partners' interests	15,803,900	13,538,500	10,652,700
Non-controlling interest	877,200	643,800	541,800
Total Partners' Capital	16,681,100	14,182,300	11,194,500
Total Liabilities and Partners' Capital	\$ 36,823,400	\$ 32,905,000	\$ 26,629,900

See accompanying notes to consolidated financial statements.

PFG Ventures L.P. and Subsidiary

Consolidated Statements of Operations

<i>Years Ended December 31,</i>	2020	2019	2018
Revenue			
Franchise service fees	\$ 28,887,600	\$ 28,650,000	\$ 27,177,100
Franchise and vendor fees	3,758,000	4,480,100	3,726,000
Sales and marketing fees	3,421,700	3,237,100	-
Discounts earned	253,900	358,900	387,600
Interest income	94,100	105,600	101,300
Total Revenue	36,415,300	36,831,700	31,392,000
Costs and Expenses			
Franchise and vendor support	9,516,400	9,927,500	9,891,000
Franchise marketing	6,654,300	6,842,200	6,595,800
Franchise services and administration	5,149,500	5,962,900	5,469,800
Sales and marketing	3,199,700	3,237,100	-
Depreciation and amortization	2,267,200	1,848,900	1,586,300
Interest	196,000	265,200	272,600
Provision for doubtful accounts	2,644,300	150,000	-
Foreign withholding tax	67,600	110,600	100,900
Other	506,500	316,700	309,500
Total Costs and Expenses	30,201,500	28,661,100	24,225,900
Net Income	6,213,800	8,170,600	7,166,100
Less net income attributable to non-controlling interest	(256,000)	(263,000)	(261,900)
Net Income Attributable to PFG Ventures L.P. and Subsidiary	\$ 5,957,800	\$ 7,907,600	\$ 6,904,200

See accompanying notes to consolidated financial statements.

PFG Ventures L.P. and Subsidiary

Consolidated Statements of Changes in Partners' Capital

	Partners' Interests	Non- Controlling Interest	Total Partners' Capital
Balance, January 1, 2018	\$ 8,419,800	\$ 446,400	\$ 8,866,200
Distributions to partners	(4,671,300)	(166,500)	(4,837,800)
Net income	<u>6,904,200</u>	<u>261,900</u>	<u>7,166,100</u>
Balance, December 31, 2018	10,652,700	541,800	11,194,500
Distributions to partners	(5,021,800)	(161,000)	(5,182,800)
Net income	<u>7,907,600</u>	<u>263,000</u>	<u>8,170,600</u>
Balance, December 31, 2019	13,538,500	643,800	14,182,300
Distributions to partners	(3,692,400)	(22,600)	(3,715,000)
Net income	<u>5,957,800</u>	<u>256,000</u>	<u>6,213,800</u>
Balance, December 31, 2020	<u>\$ 15,803,900</u>	<u>\$ 877,200</u>	<u>\$ 16,681,100</u>

See accompanying notes to consolidated financial statements.

PFG Ventures L.P. and Subsidiary

Consolidated Statements of Cash Flows

<i>Years Ended December 31,</i>	2020	2019	2018
Cash Flows from Operating Activities			
Net income	\$ 6,213,800	\$ 8,170,600	\$ 7,166,100
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	2,267,200	1,848,900	1,586,300
Amortization of debt issuance costs	6,400	4,500	-
Provision for (recovery of) uncollectible notes	62,100	(54,700)	-
Provision for doubtful accounts	2,644,300	150,000	-
Other - net	-	1,200	4,900
Changes in operating assets and liabilities:			
Accounts receivable, net	(7,113,000)	(5,167,300)	2,661,200
Prepaid expenses and other assets	(47,400)	70,300	(241,500)
Accounts payable	(3,530,600)	2,646,200	(4,419,800)
Accrued and other liabilities	3,883,400	1,781,000	1,371,300
Net cash provided by operating activities	4,386,200	9,450,700	8,128,500
Cash Flows from Investing Activities			
Capital expenditures	(1,386,300)	(2,941,900)	(2,198,900)
Cash paid for incentive conversion agreements	(279,700)	(200,000)	-
Issuance of note receivable	(79,400)	(25,800)	-
Payments received on notes receivable	70,400	49,900	59,900
Net cash used in investing activities	(1,675,000)	(3,117,800)	(2,139,000)
Cash Flows from Financing Activities			
Payments on bank term loan	(1,126,100)	(1,126,100)	(1,126,100)
Proceeds from PPP loan	2,604,600	-	-
Payment on PPP loan	(417,900)	-	-
Payments of deferred financing costs	-	(18,500)	-
Distributions to partners	(3,715,000)	(5,182,800)	(4,837,800)
Net cash used in financing activities	(2,654,400)	(6,327,400)	(5,963,900)
Increase in Cash and Cash Equivalents	56,800	5,500	25,600
Cash and Cash Equivalents, beginning of year	82,700	77,200	51,600
Cash and Cash Equivalents, end of year	\$ 139,500	\$ 82,700	\$ 77,200
Cash Paid During the Year for Interest	\$ 184,900	\$ 263,300	\$ 270,700

See accompanying notes to consolidated financial statements.

PFG Ventures L.P. and Subsidiary

Consolidated Statements of Cash Flows

<i>Years Ended December 31,</i>	2020	2019	2018
Cash Flows from Operating Activities			
Net income	6,213,800	\$ 8,170,600	\$ 7,166,100
Adjustments to reconcile net income to net cash provided by operating activities:			
Loss on disposal of property	-	-	-
Depreciation and amortization	2,267,200	1,848,900	1,586,300
Amortization of debt issuance costs	6,400	4,500	-
Recovery of provision for uncollectible notes	62,100	(54,700)	-
Provision for doubtful accounts	2,644,300	150,000	-
Other - net	-	1,200	4,900
Changes in operating assets and liabilities:			
Accounts Receivable, net	(7,113,000)	(5,167,300)	2,661,200
Prepaid expenses and other assets	(47,400)	70,300	(241,500)
Accounts payable	(3,530,600)	2,646,200	(4,419,800)
Accrued and other liabilities	3,883,400	1,781,000	1,371,300
Net cash provided by operating activities	4,386,200	9,450,700	8,128,500
Cash Flows from Investing Activities			
Capital expenditures	(1,386,300)	(2,941,900)	(2,198,900)
Cash paid for incentive conversion agreements	(279,700)	(200,000)	-
Issuance of note receivable	(79,400)	(25,800)	-
Payments received on notes receivable	70,400	49,900	59,900
Net cash used in investing activities	(1,675,000)	(3,117,800)	(2,139,000)
Cash Flows from Financing Activities			
Payments on bank term loan	(1,126,100)	(1,126,100)	(1,126,100)
Proceeds of PPP loan	2,604,600	-	-
Payment of PPP loan	(417,900)	-	-
Payments of deferred financing costs	-	(18,500)	-
Distributions to partners	(3,715,000)	(5,182,800)	(4,837,800)
Net cash used in financing activities	(2,654,400)	(6,327,400)	(5,963,900)
Increase (Decrease) in Cash and Cash Equivalents	56,800	5,500	25,600
Cash and Cash Equivalents, beginning of year	82,700	77,200	51,600
Cash and Cash Equivalents, end of year	\$ 139,500	\$ 82,700	\$ 77,200
Cash Paid During the Year for Interest	\$ 184,900	\$ 263,300	\$ 270,700

See accompanying notes to consolidated financial statements.

\$ -

PFG Ventures L.P. and Subsidiary

Notes to Consolidated Financial Statements

1. Summary of Significant Accounting Policies

Nature of Business

PFG Ventures was organized in December 1993 under the Uniform Partnership Act of Ohio and commenced operations in February 1994. On December 29, 1999, the entity was restructured as a limited partnership and renamed PFG Ventures L.P. ("Ventures"). Ventures' managing partner is Proforma, Inc. ("PFI"). Ventures was organized for the purpose of operating as the franchisor of franchises specializing in the sale and distribution of printed business products and services, including business forms, commercial printing, and promotional products. Ventures licenses franchise owners to use its trade name and business systems for selling and distributing these products and services in North America. The Partnership ends on December 31, 2023, or sooner, in accordance with the provisions of the Limited Partnership Agreement. Under the Limited Partnership Agreement, PFI is entitled to annual preferred distributions of \$200,000.

PFG Properties ("Properties") was organized in December 1995 and commenced operations in March 1996. Properties' managing partner is PFI. Properties rents administrative offices to Ventures, an affiliated partnership.

In February 2010, Ventures formed GSL Distribution, Inc. ("GSL") (collectively, the "Company"), a wholly-owned subsidiary. GSL was created for the purpose of acquiring the sales representative contracts and agreements of a distributor of printed business products and services, commercial printing, specialty advertising items, multimedia services, and related business supplies. This acquisition was consummated on March 4, 2010.

Basis of Presentation

The accompanying consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). The consolidated financial statements include only those assets, liabilities, revenues, and expenses that relate to the Company. The consolidated financial statements do not include any assets, liabilities, revenues, or expenses attributable to the partners' individual activities.

Principles of Consolidation

The consolidated financial statements include the accounts of Ventures and its wholly-owned subsidiary, GSL. GAAP provide guidance on how to identify a variable interest entity ("VIE") and determine when the assets, liabilities, non-controlling interests, and results of operations of a VIE need to be included in an entity's consolidated financial statements. The standard also requires additional disclosures by primary beneficiaries and other significant variable interest holders. Properties and Ventures are commonly controlled entities in which substantially all the activities between these entities are related to leasing activities. Accordingly, the Company has consolidated Properties in these financial statements, which represents the non-controlling interest.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

Assets and liabilities of Properties total the following as of December 31:

<i>December 31,</i>	2020	2019	2018
Assets			
Current Assets			
Cash	\$ 132,500	\$ 34,500	\$ 66,200
Receivable due from PFG Ventures L.P.	488,000	304,800	256,700
Total Current Assets	620,500	339,300	322,900
Property			
Buildings	3,329,500	3,329,500	3,198,800
Furniture and fixtures	363,100	363,100	363,100
Other	118,800	139,300	136,700
	3,811,400	3,831,900	3,698,600
Less accumulated depreciation	(2,448,100)	(2,301,300)	(2,148,900)
Property, net	1,363,300	1,530,600	1,549,700
Total Assets	\$ 1,983,800	\$ 1,869,900	\$ 1,872,600
Liabilities			
Current Liabilities			
Current portion of notes payable to bank	\$ 125,300	\$ 125,300	\$ 125,300
Accrued and other liabilities	73,700	69,200	46,200
Total Current Liabilities	199,000	194,500	171,500
Long-term portion of notes payable to bank, net of debt issuance costs	907,600	1,031,600	1,159,300
Total Liabilities	\$ 1,106,600	\$ 1,226,100	\$1,330,800

In addition, the Company has determined that some of the franchisees qualify as VIEs due to the financial support that the Company provides them. The Company determined it is not the primary beneficiary of these franchisees since the Company does not hold the power to direct the activities that most significantly impact the economic performance of each franchisee; therefore, they have not been consolidated in these financial statements. The Company's maximum exposure to any losses as a result of its variable interest is limited to receivables due from these franchisees (see Note 2).

All significant intercompany accounts and transactions have been eliminated in consolidation.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

Cash Equivalents

The Company considers all highly liquid time deposits purchased with an original maturity of three months or less to be cash equivalents. The Company places its cash investments with financial institutions, which, at times, may exceed federally insured amounts.

Book overdrafts are created when the sum of outstanding checks related to a specific bank account are in excess of funds on deposit and accordingly are accounted for as a reinstatement of liabilities cleared in the bookkeeping process. Book overdrafts as of December 31, 2020 of \$0 and \$656,400 are included in accounts payable to franchise owners and trade accounts payable, respectively. Book overdrafts as of December 31, 2019 of \$371,500 and \$1,377,500 are included in accounts payable to franchise owners and trade accounts payable, respectively. Book overdrafts as of December 31, 2018 of \$0 and \$2,187,600 are included in accounts payable to franchise owners and trade accounts payable, respectively. These checks will be funded by subsequent cash receipts and/or draws on the revolving credit facility.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

On January 1, 2019, the Company adopted Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606) using the modified retrospective method applied to those agreements, using the practical expedient to apply the standard to those agreements not completed as of the date of initial adoption. In connection with the adoption of Topic 606, the Company determined there were no material impacts to the Company's consolidated financial statements on the date of adoption, and accordingly, no cumulative effect adjustments to partner's capital were recorded. Comparative information in the Company's financial statements has not been restated and continues to be reported under the accounting standards in effect for those periods.

PFG Ventures L.P. and Subsidiary

Notes to Consolidated Financial Statements

Impact of the Changes in Accounting Policies on the Consolidated Statements of Operations for the Year Ended December 31, 2019

	Balances without Adoption of Topic 606	Adjustment	As Reported
Revenue			
Sales and marketing fees	\$ -	\$ 3,237,100	\$ 3,237,100
Total Revenues	33,594,600	3,237,100	36,831,700
Cost and Expenses			
Sales and marketing	-	3,237,100	3,237,100
Total Costs and Expenses	25,424,000	3,237,100	28,661,100
Net Income	8,170,600	-	8,170,600
Net Income Attributable to PFG Ventures L.P. and Subsidiary	\$ 7,907,600	\$ -	\$ 7,907,600

Results for reporting periods beginning after December 31, 2018 are presented under Topic 606, while prior year amounts are not adjusted and continue to be reported in accordance with accounting standards in effect for those periods.

Franchise Service Fees

The Company performs certain administrative, marketing, financial, and accounting services for franchise owners and charges a service fee as a percentage of franchise owner sales. This fee, generally, is 5% to 8% and is recognized as revenue when such revenues are earned by those franchise owners. Franchise service fee revenues are considered variable consideration primarily to the use of the license agreement and are recognized as revenue in the same period in which the sales are earned by the franchisees. Sales-based fees qualify under the royalty constraint exception and do not require an estimate of the future transaction price. Additionally, the Company is utilizing the practical expedient which allows the Company to not disclose the transaction price allocated to the unsatisfied performance obligations for sales-based fees. Accordingly, the Company's accounting for these fees were not impacted by the adoption of Topic 606.

Franchise and Vendor Fees

The franchise fee paid by some new franchise owners provides for initial training in operations and other administrative assistance in connection with starting up a franchise. This fee may be fully or partially refunded contingent upon meeting certain sales thresholds. The fee is recorded as deferred revenue at the time the franchise is awarded and is reported as a component of accrued and other liabilities.

Beginning 2019, in accordance with Topic 606, the Company reports the non-refundable portion of the fee as revenue on a straight-line basis over the estimated term of the agreement. Prior to the adoption of Topic 606, the Company reported the non-refundable portion of the fee as revenue after the Company provided the initial training in franchise operations and other administrative assistance in connection with starting up a franchise.

PFG Ventures L.P. and Subsidiary

Notes to Consolidated Financial Statements

The Company determined that upon the date of adoption, January 1, 2019, there were no performance obligations that remained unsatisfied and reflected as deferred franchise fees; accordingly, the Company did not recognize a cumulative effect adjustment to partners' capital.

Certain vendors are invited by the Company to be preferred suppliers to the franchise owner network. The Company performs exclusive marketing and promotional services for these vendors and charges a fixed and/or variable fee for these services. Fixed fees range from \$250 to \$4,000 and are renewable annually whereas variable fees range from .5% to 7% of product cost. The Company has determined that the variable fees are susceptible to factors outside of the Company's influence, as they are dependent upon each Franchisee's purchases. The Company cannot determine if it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur once the uncertainty is resolved; therefore, revenue is recognized as purchases occur. The Company's accounting for these fees were not impacted by the adoption of Topic 606.

Sales and Marketing Fees

Product advertising, which is administered by the Owner Advisory Council, is provided through a sales and marketing fund for the franchise owners for which a fee, which approximates 1% of franchise owner sales, is charged. Under the franchise agreements, the contributions received must be spent on advertising, marketing, creative efforts, media support, or other related purposes specified in the agreements and generally results in no profit or loss recognized. The franchise owners' contributions to the Sales and Marketing Fund ("SAM Fund") were \$3,199,700 in 2020, \$3,237,100 in 2019 and \$2,624,000 in 2018. As of December 31, 2020, 2019 and 2018, accrued marketing costs related to the Company's contractual obligations of the SAM Fund were \$104,400, \$232,300, and \$467,500, respectively.

Beginning 2019, in accordance with Topic 606, sales and marketing fees are considered variable consideration related primarily to franchisee's sales and are recognized as revenue in the same period in which the sales are earned by the franchisees. Sales-based fees qualify under the royalty constraint exception and do not require an estimate of the future transaction price. Additionally, the Company is utilizing the practical expedient which allows the Company to not disclose the transaction price allocated to the unsatisfied performance obligations for sales-based fees.

Prior to the adoption of Topic 606, sales and marketing fees collected by the Company were recorded on a net basis in the accompanying consolidated statements of operations.

Other Franchise Arrangements

Costs of franchise operations, including promotion, franchise owner training, and printing, are reported as expense when incurred.

As of December 31, 2020, 2019 and 2018, the Company has guaranteed \$1,957,300, \$3,437,200 and \$3,154,800, respectively, of vendor invoices for franchise owners. Company performance on these types of guarantees has historically been minimal, and is not expected to be significant in future periods.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

Allowance for Doubtful Accounts

The Company recognizes an allowance for losses on accounts receivable in an amount equal to the estimated probable losses, net of recoveries. The allowance is based on an analysis of historical bad debt experience and expected future write-offs, as well as an assessment of specific identifiable accounts considered at risk or uncollectible.

The carrying amount of notes receivable is reduced by an allowance for losses maintained at a level which, in management's judgment, is adequate to absorb credit losses inherent in the loan portfolio. The amount of the allowance is based on management's evaluation of the collectability of the loan portfolio, including the nature of the loan portfolio, credit concentrations, trends in historical data, specific impaired loans, economic conditions and other risks inherent in the loan portfolio. The allowance is increased by a provision for losses, which is charged to expense, and reduced by charge-offs, net of recoveries.

Property, Depreciation, and Amortization

Property is stated at cost. Depreciation and amortization are computed using the straight-line method over the estimated useful lives, ranging from three to thirty years for all assets except leased equipment, which is amortized over the shorter of the estimated life or the remaining lease term. Depreciation and amortization expense of property was \$2,208,900, \$1,825,600 and \$1,402,300 during 2020, 2019 and 2018, respectively. Maintenance and repair costs are recorded as expense in the year incurred.

The Company reviews its property, plant and equipment for impairment whenever changes in circumstances indicate that the carrying value may not be recovered. If the fair value is less than the carrying amount, an impairment loss is recognized for the difference. No impairment loss was recognized during the years ended December 31, 2020, 2019, and 2018.

Deferred Charges

Deferred charges consist of redemption for restricted limited partnership interests and costs for obtaining financing in 2016 and are being amortized over the term of the financing. Deferred charges are net of accumulated amortization of \$0, \$4,500 and \$20,100 at December 31, 2020, 2019 and 2018, respectively.

Debt Issuance Costs

Debt issuance costs for obtaining financing in 2019 are recorded as a direct deduction from the respective note payable and amortized into interest expense using the effective interest method over the term of the respective note payable. The unamortized costs are reflected as a deduction of the notes payable to bank, net - less current portion in the Consolidated Balance Sheets.

Income Taxes

Items of income, expense, deduction, and credit are reported in the individual income tax returns of the partners. Company management intends to distribute additional cash to the partners to provide funds for the payment of income taxes. Therefore, no provision or liability for federal income taxes has been included in the consolidated financial statements.

PFG Ventures L.P. and Subsidiary

Notes to Consolidated Financial Statements

The Company does not have any significant unrecognized tax benefits as of December 31, 2020, 2019 and 2018. The Company's income tax returns are subject to examination by the Internal Revenue Service and applicable state and local taxing authorities, generally for three years after they were filed.

The Company made cash payments of \$57,700, \$86,600 and \$85,200 for regional income taxes during 2020, 2019 and 2018, respectively. Properties made cash payments of \$0, \$5,900 and \$7,600 for regional income taxes during 2020, 2019 and 2018, respectively.

Foreign Currency Translation

Assets and liabilities of the Company's foreign operations are translated into U.S. dollars at the year end exchange rate, while revenues and expenses are translated at the average exchange rate during the year. The Company declares a foreign dividend each year in U.S. dollars and, therefore, there is no accumulated other comprehensive income (loss) shown in the consolidated statements of changes in partners' capital. Gains and losses from foreign currency transactions have not been significant.

Partners' Interests

The partners share net income and loss, after preferred distributions to PFI, in accordance with the allocations specified in the Limited Partnership Agreement.

Risks and Uncertainties

During March 2020, a global pandemic was declared by the World Health Organization related to the rapidly growing outbreak of a novel strain of coronavirus (COVID-19). The pandemic has significantly impacted the economic conditions in the U.S., creating significant uncertainties in the U.S. economy. As of the date of this report, no health mandates have been issued that would drastically affect the Company's operations. This situation remains ever changing and additional impacts to the business may arise including uncertainties related to worker availability, ability to operate production facilities and shifts in demand between sales channels and market volatility in the Company's supply chain. While the disruption is currently expected to be temporary, there is uncertainty around the duration. The ultimate impact of the pandemic's affect from the date of this report moving forward on the Company's results of operations, financial position, liquidity or capital resources cannot be reasonably estimated at this time.

Recently Issued Accounting Pronouncements

Leases - In February 2016, the Financial Accounting Standards Board ("FASB") issued guidance which created new accounting and reporting guidelines for leasing arrangements. The guidance requires lessees to recognize a right-of-use asset and lease liability for all leases with terms of more than 12 months. Recognition, measurement and presentation of expenses and cash flows arising from a lease will depend on classification as a finance or operating lease. The guidance also requires qualitative and quantitative disclosures regarding the amount, timing, and uncertainty of cash flows arising from leases. In June 2020, in conjunction with the global pandemic, the FASB extended the original effective date for those entities not yet of adoption of this standard.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

The Company has yet to adopt and thus is subject to the revised adoption date of annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2021. The Company continues to evaluate the impact of the adoption of this guidance.

CECL - In June 2016, FASB issued Accounting Standards Update ("ASU") 2016-13, "Measurement of Credit Losses on Financial Instruments." ASU 2016-13 requires a financial asset (or a group of financial assets) measured at amortized cost to be presented at the net amount expected to be collected. The allowance for credit losses is a valuation account that is deducted from the amortized cost basis of the financial asset(s) to present the net carrying value at the amount expected to be collected on the financial asset. Credit losses relating to available-for-sale debt securities should be recorded through an allowance for credit losses. In June 2020, in conjunction with the global pandemic, the FASB has extended the original effective date for those entities not yet of adoption of this standard. The Company has yet to adopt and thus is subject to the revised adoption date of annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2022. The Company continues to evaluate the impact of the adoption of this guidance.

Reference Rate Reform - In March 2020, the FASB issued guidance providing optional expedients and exceptions to account for the effects of reference rate reform to contracts, hedging relationships, and other transactions that reference the London Inter-bank Offered Rate ("LIBOR") or another reference rate expected to be discontinued. This optional guidance became effective on March 12, 2020 and can be applied through December 31, 2022. The Company's credit agreement references LIBOR (See Note 4); however, the credit agreement includes provisions for rate reform and therefore this guidance would not be applicable unless future contracts are entered into that would have applicability with the new reference rate reform guidance.

Evaluation of Subsequent Events

The Company has evaluated subsequent events and transactions for potential recognition and presentation through June 4, 2021, which is the date the consolidated financial statements were available to be issued, and has determined that there were no subsequent events that have occurred through that date that should be recognized or disclosed in these consolidated financial statements.

2. Accounts Receivable, Notes Receivable, and Related Transactions

Accounts Receivable consist primarily of service fees from franchise owners on their sales, payments to suppliers on behalf of franchise owners, advances to franchise owners, and vendor fees. Payments to suppliers on behalf of franchise owners and advances to franchise owners represent a significant portion of the Company's Accounts Receivable; payments to suppliers on behalf of franchise owners and advances to franchise owners amounted to \$21,125,300, \$16,201,300 and \$12,226,700 at December 31, 2020, 2019 and 2018, respectively. Receivables are net of an allowance for doubtful accounts of \$3,485,500, \$922,814 and \$1,188,900 at December 31, 2020, 2019 and 2018, respectively. Notes receivable from franchise owners are primarily for advances to franchise owners and incentive conversion loans. At December 31, 2020, there were three notes that provided for interest at rates ranging from 7.25% to 15.00%. At December 31, 2019, there were two notes that provided for interest at rates ranging from 7.25% to 8.00%. At December 31, 2018, there was one note that provided for interest at a rate of 7.25%. Notes receivable are net of an allowance for doubtful accounts of \$62,100, \$0 and \$54,700 at December 31, 2020, 2019 and 2018, respectively.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

Annual minimum principal payments due under the note agreements are as follows:

2021	\$ 101,200
2022	19,900
	121,100
Less allowance for uncollectible notes	(62,100)
Total	\$ 59,000

The franchise owners have granted a security interest in the receivables arising from their franchise businesses to the Company. The franchise owners also have acknowledged the Company's right to pledge these receivables as collateral to lenders. One franchisee represents 19%, 25% and 27% of the Company's Accounts Receivables as of December 31, 2020, 2019 and 2018, respectively.

The Company collects the receivables directly from the franchise owners' customers. Vendor payments and fees due the Company pursuant to the franchise agreement are deducted and the net proceeds are paid to the franchise owners on a semimonthly basis. The Company may offset all amounts owed to it by a franchise owner before remitting any net proceeds to the franchise owner. Accounts payable to franchise owners are for the net proceeds payable to the franchise owners. Balances not paid in accordance with stipulated due dates are considered past due. The Company maintains ongoing credit evaluations and when necessary provides reserves for potential doubtful accounts. These reserves are based upon management's review of delinquent accounts, historical collections, and potential exposure.

3. Property

<i>December 31,</i>	2020	2019	2018
Buildings	\$ 3,329,500	\$ 3,329,500	\$ 3,198,800
Computer hardware and software	22,580,700	21,340,500	18,471,200
Office equipment and other	1,336,000	1,293,800	1,331,600
Furniture and fixtures	3,080,600	3,076,700	2,928,300
Construction in progress	266,000	166,100	436,900
	30,592,800	29,206,600	26,366,800
Less accumulated depreciation and amortization	(23,581,800)	(21,372,900)	(19,649,400)
Total Property, Net	\$ 7,011,000	\$ 7,833,700	\$ 6,717,400

4. Notes Payable to Bank

Effective March 15, 2019, Ventures extended its previous credit agreement dated June 7, 2016 with U.S. Bank (the "Bank") that includes a \$15,000,000 Revolving Credit Facility and a \$5,000,000 Term Loan.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

The Revolving Credit Facility provides for interest (1.744% at December 31, 2020, 3.363% at December 31, 2019 and 4.103% at December 31, 2018) that is based on LIBOR rates through maturity, March 31, 2022. There were no borrowings under the Revolving Credit Facility at December 31, 2020, 2019 or 2018.

The Term Loan is payable in monthly installments and provides for interest (1.744% at December 31, 2020, 3.363% at December 31, 2019 and 4.103% at December 31, 2018) that is based on LIBOR rates. The outstanding balance of the term loan was \$579,800, \$1,580,600 and \$2,581,400 at December 31, 2020, 2019 and 2018, respectively. The loan is due in full on July 1, 2021. Scheduled principal payments on the term loan are \$579,800 in 2021.

In connection with the extension of the Term Loan, debt issuance costs in the amount of \$15,500 were paid during 2019 and are amortized on a straight-line basis over the term of the loan. The unamortized portion of the debt issuance costs is included in notes payable to bank, net - less current portion in the Consolidated Balance Sheets and was \$6,500 and \$11,600 at December 31, 2020 and 2019, respectively. The Company recorded \$5,100 and \$3,900 of interest expense related to the amortization of the associated debt issuance costs for the years ended December 31, 2020 and 2019, respectively.

Under the credit agreement, total borrowings shall not exceed 75% of eligible system-wide accounts, as defined; less the outstanding principal balance of the term loan. The agreement is collateralized by substantially all of the assets of Ventures and the accounts receivable of the franchise owners and is guaranteed by the general partners of Ventures.

The credit agreement requires the maintenance of specified financial ratios and certain levels of net worth. The covenants were met as of December 31, 2020, 2019 and 2018.

Effective March 15, 2019, Properties extended its 15-year mortgage note with the Bank previously refinanced on March 12, 2014 in the amount of \$1,352,000 with fixed monthly principal payments of \$7,500 plus interest at 5.16% and due on or before March 31, 2024. Prior to the extension, the interest on the loan was 4.19% at December 31, 2018. The balance on the loan was \$743,600, \$833,700, and \$923,900 at December 31, 2020, 2019, and 2018, respectively.

In addition, effective March 15, 2019, Properties extended its 15-year mortgage note with the Bank previously refinanced on March 12, 2014 in the amount of \$528,000 with fixed monthly principal payments of \$2,900 plus interest at 5.16% and due on or before March 31, 2024. Prior to the extension, the interest on the loan was 4.19% at December 31, 2018. The balance on the loan was \$290,400, \$325,600 and \$360,800 at December 31, 2020, 2019 and 2018, respectively. This mortgage note requires, among other things, the maintenance of specified financial ratios. The specified financial ratios were met as of December 31, 2020, 2019 and 2018.

In connection with the extension of the mortgage notes, debt issuance costs in the amount of \$3,000 were paid during 2019 and are amortized on the effective interest method. The unamortized portion of the debt issuance costs is included in notes payable to bank, net - less current portion in the Consolidated Balance Sheets and was \$1,100 and \$2,400 at December 31, 2020 and 2019, respectively. The Company recorded \$1,300 and \$600 of interest expense related to the amortization of the associated debt issuance costs for the years ended December 31, 2020 and 2019, respectively.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

Annual principal payments due under both mortgage notes payable to bank (exclusive of the Revolving Credit Facility and related Term Loan) as of December 31, 2020 are as follows:

2021	\$ 125,300
2022	125,300
2023	125,300
2024	*658,100

Total	\$ 1,034,000
-------	--------------

* Includes balloon payment of \$626,700 due March 2024.

On March 27, 2020, Congress enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide certain relief as a result of the COVID-19 outbreak. The primary provisions of the CARES Act applicable to the Company include 1) compensation, benefits, and payroll relief for employers, and 2) availability of various types of government loans (some of which could be forgiven if certain conditions are met).

It also appropriated funds for the SBA Paycheck Protection Program loans that are forgivable in certain situations to promote continued employment, as well as Economic Injury Disaster Loans to provide liquidity to small businesses harmed by COVID-19.

On April 23, 2020, the Company entered into a promissory note evidencing an unsecured \$2,604,600 loan under the Paycheck Protection Program (the "PPP Loan"). In June 2020, the Company issued a payment of \$417,900 on the Loan. The outstanding balance of the PPP Loan was \$2,186,700 at December 31, 2020. The PPP Loan to the Company is being made through US Bank, the Company's existing lender. The Lender provided its consent under the Company's existing credit agreement for the Company to enter into the PPP Loan and documentation related to the PPP. The term of the PPP Loan is two years. The interest rate on the PPP Loan is 1%, which payment of interest and principal shall be deferred for the first ten months of the term of the loan. The promissory note evidencing the PPP Loan contains customary events of default relating to, among other things, payment defaults, breach of representations and warranties, or provisions of the promissory note. The occurrence of an event of default may result in the repayment of all amounts outstanding, collection of all amounts owing from the Company, and/or filing suit and obtaining judgment against the Company.

Under the terms of the CARES Act, PPP Loan recipients can apply for and be granted forgiveness for all or a portion of loans granted under the PPP. Such forgiveness will be determined, subject to limitations, based on the use of loan proceeds for payroll costs and mortgage interest, rent or utility costs and the maintenance of employee and compensation levels. Subsequent to year end, the Company has applied for forgiveness of the PPP loan, with the amounts which may be forgiven equal to the sum of payroll costs, covered rent and mortgage obligations and covered utilities, which payments were incurred by the Company during the 24-week period beginning on April 23, 2020 and calculated in accordance with the CARES Act. The terms of any forgiveness may be subject to further requirements in any regulations and guidelines that the SBA may adopt. While the Company currently believes that its use of the PPP loan proceeds will meet the conditions for forgiveness under the PPP, no assurance is provided that the Company will obtain forgiveness of the PPP loan in whole or in part.

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

Annual principal payments due related to the PPP Loan as of December 31, 2020 are as follows:

2021	\$ 1,559,300
2022	627,400
Total	\$ 2,186,700

5. Subordinated Notes with Related Party

The Company has a subordinated debt agreement with an officer of the Company, with a balance of \$528,100 at December 31, 2020, 2019 and 2018. Interest on the outstanding note was 12.00% at December 31, 2020, 2019 and 2018. The outstanding note is due on December 31, 2023. Accordingly, the note is included in Other Liabilities on the accompanying consolidated balance sheets. The note is collateralized by substantially all of the assets of the Company, and subordinated to the bank debt.

6. Leases

The Company rents its administrative offices from Properties, an affiliated entity, and is obligated for annual rent of \$585,000 through December 2024 with an option to renew the lease for a five-year period, which the Company intends to renew. The Company also leases various office equipment under operating lease agreements.

Annual minimum lease payments due under these non-cancelable agreements are as follows:

2021	\$ 723,700
2022	679,600
2023	633,000
2024	602,200
Total	\$ 2,638,500

Rent expense under operating lease agreements was \$710,000 in 2020, \$665,900 in 2019 and \$690,200 in 2018. Rent paid to Properties amounted to \$585,000 in 2020, 2019 and 2018 and is eliminated in consolidation.

7. Other Related Party Transactions

The Company has a payable to the following related party at December 31:

<i>December 31,</i>	2020	2019	2018
Payable to Tampa Strategic Management Company	\$ 98,101	\$ 20,592	\$ 70,347

PFG Ventures L.P. and Subsidiary
Notes to Consolidated Financial Statements

Tampa Strategic Management Company, a company that provides consulting services to Ventures, is a company owned by the majority owners of PFI. Ventures incurred \$173,386, \$185,579, \$189,632 in consulting expenses from an affiliated company as of December 31, 2020, 2019, and 2018, respectively.

8. Defined Contribution Benefit Plan

The Company participates in the Proforma 401(k) plan that covers substantially all employees. Participants may make voluntary contributions up to 15% of compensation, subject to certain Internal Revenue Service limitations. Company contributions are based on matching 50% of the first 6% of participant contributions. Contributions made by the Company under this plan were \$239,500 for 2020, \$222,700 for 2019 and \$195,600 for 2018. At December 31, 2020, 2019 and 2018, there was no liability for any future payments except as subsequently determined by the Company.

9. Partners' Interests

Ventures has a Plan that provides for the sale of restricted limited partnership interests and the granting of limited partnership interest options to officers and key employees. An aggregate of 2.5% of the partnership interests of Ventures may be issued under the Plan. The total number of restricted interests and options sold or granted to a participant may not exceed 1% of the total interests of Ventures. The restricted interests and options are granted at the discretion of Ventures. No further sales of restricted interests or grants of options have been granted under the Plan after December 28, 2009.

10. Incentive Conversion Agreements

Ventures entered into incentive conversion agreements offering qualified distributors consideration as an incentive to become Proforma franchise owners in exchange for a commitment to a new franchise agreement. Additionally, Ventures entered into incentive conversion agreements with certain existing franchise owners' as an incentive to eliminate their debt upon reaching minimum sales levels targets in exchange for a commitment to a new franchise agreement. The capitalized amount of all incentive conversion loans (less amounts fully amortized) was \$479,700, \$200,000 and \$0 at December 31, 2020, 2019 and 2018, respectively. These agreements are being amortized over the estimated minimum franchise life based on termination penalty provisions and estimated sales levels of the franchise owners. The accumulated amortization was \$81,700, \$23,300 and \$0 at December 31, 2020, 2019 and 2018, respectively. Amortization expense of \$58,400, \$23,300 and \$184,000 was recorded during 2020, 2019 and 2018, respectively. Management has determined no allowance is deemed necessary at December 31, 2020, 2019 and 2018.

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
Franchises in the United States					
AL	Tate, Susan	Proforma Print It	141 Courtside Drive	Birmingham, AL 35242	205-981-3500
AL	Toler, Michelle	Proforma Coastal Business Solutions	10275 Estia Street	Daphne, AL 36526	251-604-3230
AL	Morris, Scott	Fusion 1 powered by Proforma	3115 Northington Court	Florence, AL 35630	256-766-8166
AL	Rickman, Sandy	Proforma Media Group	2074 S. McKenzie Street Suite 333	Foley, AL 36535	866-702-7108
AL	Berkowitz, Gail	Corporate Selections, Powered by Proforma	5893 Highway 72 East	Gurley, AL 35748	256-776-1990
AL	Smith, David	Proforma Business Advantage	7 Seminole Drive	Montgomery, AL 36117	334-279-0980
AL	Moody, Cathy	Proforma Diversified Solutions	12129 Sonneborn Drive	Theodore, AL 36582	251-973-2413
AR	Hunter, Judy	Proforma Spectrum Graphics	235 Long Beach Drive	Hot Springs, AR 71913	501-622-8234
AZ	Owens, Deborah	Proforma CGE&M	202 E. McMurray Blvd.	Casa Grande, AZ 85122	520-316-9181
AZ	Bourland, Teresa / Bourland, Jeff	Proforma Southwest	67 S. Higley Road Ste 103-471	Gilbert, AZ 85296	480-577-1889
AZ	Marthaler, Paul	Proforma 24/7	3347 North Boulder Canyon	Mesa, AZ 85207	949-705-7841
AZ	Bryner, Douglas	Proforma West	1115 East Braeburn Drive	Phoenix, AZ 85022	801-232-3042
AZ	Marks, Greg	IdentiBrands, Powered by Proforma	23021 N 15th Avenue Suite 103	Phoenix, AZ 85027	602-888-0701
AZ	Irvine, Bruce	Proforma Irvine Group	625 E Ashurst Drive	Phoenix, AZ 85048	404-247-2435
AZ	Haramija, Bill	Proforma Printing & Promotional Products	544 South Sweet Ridge Drive	Vail, AZ 85641	520-275-0174
AZ	Thompson, David	Proforma Impact Graphics	3866 Ridge Runner Way	Wickenburg, AZ 85390	303-683-0327
CA	Michel, Bob	Proforma Marketing Agency	PO Box 587	Alamo, CA 94507	925-331-8040
CA	Trombly, Mike	Proforma Print & Marketing Promotions	19 King Eider Lane	Aliso Viejo, CA 92656	949-716-4810
CA	Castro, Mercedes	Proforma Quality Printing	13 Sagebrush Way	Azusa, CA 91702	626-806-3527

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
CA	Diltz, Beckie/ Diltz, Robert/ Tjepkema, Michele	Proforma Solutions For Printing	3434 Truxtun Avenue Suite 170	Bakersfield, CA 93301	661-633-1117
CA	Allen, Kevin & Samantha	Proforma Print & Data Solutions	947 Kenston Drive	Clayton, CA 94517	925-683-6303
CA	Martinelli, Linda	Proforma Graphic Printsources	310 S. Maple Street Suite D	Corona, CA 92878	951-256-8540
CA	Torres, Vicki	Proforma V Promo	2724 Teal Drive	Corona, CA 92882	562-201-3178
CA	Ciraci, Mary	Proforma Premier Marketing	24911 Summerwind	Dana Point, CA 92629	248-822-5555
CA	Young, Steve/ Young, Kris	Kay Enterprises powered by Proforma	10 La Vista Way	Danville, CA 94506	510-508-0638
CA	Moore, Laura	Proforma Moore Promotions	8126 Anastasia Way	El Dorado Hills, CA 95762	916-606-2088
CA	Boyd, Kaleena	Proforma Signature Promotions	1182 E Goshen Avenue	Fresno, CA 93720	559-288-4952
CA	Rhodes, Gisele	CrossRhodes Promotions powered by Proforma	7867 Jon Way	Granite Bay, CA 95746	916-797-9778
CA	Mestas, Richard	Proforma Graphic Concepts & Solutions	1104 Ribbonwood Ct.	Hemet, CA 92545	951-766-5566
CA	Drake, Julie	Proforma Surf City Promo	7561 Center Avenue Suite 44B	Huntington Beach, CA 92647	657-227-3068
CA	Marshall, Rick	Proforma	2125 Wright Avenue Suite C3- B	La Verne, CA 91750	909-392-0444
CA	Cohen, Nancy	Proforma g3 Solutions	1906 Overland Avenue Suite 303	Los Angeles, CA 90025	310-324-3244
CA	Kugelman, David/ Kugelman, Robin	Proforma by Kug	231 Silva Avenue	Marysville, CA 95901	530-742-2423
CA	Sabers, LeRoy/ Sabers, Rena	Diversified Business Services Powered by Proforma	24231 Chrisanta Drive	Mission Viego, CA 92691	949-951-4395
CA	Tolmack, Terri	Proforma Hi-Rez	27856 Holly Oak Lane	Mission Viejo, CA 92691	714-606-5900
CA	Gray, Richard	Proforma DVE Global Marketing	28552 Munera	Mission Viejo, CA 92692	949-587-0416
CA	Rhodes, Suzanne	Proforma Pepper Promotions	28 Sylvan Road #A	Monterey, CA 93940	858-248-9313
CA	Gilbert, Larry	Proforma Element 3	2 Corte Azul	Moraga, CA 94556	415-999-0861
CA	Chapman, Jim & Lisa	Proforma Preferred	41655 Reagan Way Suite J	Murrieta, CA 92562	760-745-3430

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
CA	Sisk, Dennis/ Sisk, Raleen	Proforma Print & Promotions	41655 Reagan Way, Suite J	Murrieta, CA 92562	760-745-3430
CA	Palmer, Linda/Palmer, Chris	Proforma Unisource	29614 Masters Drive	Murrieta, CA 92563	951-461-8783
CA	Leuchi, Jeff	Proforma J.C.L. Print Associates	555 Peters Avenue Suite 260A	Pleasanton, CA 94566	925-462-7534
CA	Kirby, Dave	Proforma On Target Promotions	8137 Malachite Ave Suite C	Rancho Cucamonga, CA 91730	909-989-7292
CA	Anderson, David	Proforma Express Graphics	30211 Avenida de las Banderas Suite 200	Rancho Santa Margarita, CA 92688	949-246-5624
CA	Thomas, Brian	Proforma Marketing Solutions	980 Hawthorne Circle	Rohnert Park, CA 94928	707-585-9876
CA	Antosik, Matthew	Proforma Your Best	2448 Provincetown Way	Roseville, CA 95747	530-680-3386
CA	Wilcox, Paul & Millette, Anne	B-Impressed Branding Solutions Powered by Proforma	351 Main Street	Salinas, CA 93901	831-424-5604
CA	Mobley, Heather/Smith, AnneMarie	Proforma True Marketing Group	723 Camino Plaza #300	San Bruno, CA 94066	415-552-8841
CA	McCluskey, Mike	Proforma SoCal	210 Via Galicia	San Clemente, CA 92672	760-346-2826
CA	LaLoggia, Scott	Proforma Pacific Graphics	3830 Valley Centre Drive #705	San Diego, CA 92130	858-259-9282
CA	Karp, Kim	KK Promotions	3135 Washington Street	San Francisco, CA 94115	415-346-3017
CA	Derkacz, Nick / Rendl, Ed	Proforma Printing Corporation	1920 E. Warner Avenue Suite 3G	Santa Ana, CA 92705	949-296-1997
CA	Kramer, Warren	Proforma Apollo Group	2929 Westminster Avenue # 2362	Seal Beach, CA 90740	562-335-9672
CA	Matsumura, Victor	Proforma JPC	2119 W. 176th Street	Torrance, CA 90504	310-630-8087
CA	Goetzinger, Rick	Proforma Smart Marketing	24713 Masters Cup Way	Valencia, CA 91355	780-297-3001
CA	Lord, Myra/ Ancheta, Janet	Proforma Resources	1407 Tennessee Street	Vallejo, CA 94590	707-647-2007
CA	Schmaeling, David/ Schmaeling, Cindy	Proforma Color Press	1860 Eastman Ave. Unit #104	Ventura, CA 93003	805-642-7504
CA	Chesis, Andrew	ABC Promotional Marketing powered by Proforma	20531 Rhoda Street	Woodland Hills, CA 91367	818-999-2226
CO	Palone, Robert (Tony) / Palone, Nita	Proforma 5280 Impressions	11851 W 75th Drive	Arvada, CO 80005	303-424-2755

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
CO	Gott, Brian & Laura	Gott It Promotions powered by Proforma	1513 S. Grand Baker Street	Aurora, CO 80018	303-913-3274
CO	Lokatys, Jennifer	Proforma B12 Marketing	383 Long Ridge Drive	Bailey, CO 80421	303-829-3224
CO	Beeler, Aaron	Intentionally Branded powered by Proforma	2160 Old North Gate Road	Colorado Springs, CO 80921	903-638-4140
CO	McNeill, Ann	Proforma Mark-It Pros	806 E. 4th Street	Delta, CO 81416	970-988-3160
CO	Daino, Bob	Proforma Giraffe Graphics	9582 Painted Canyon Circle	Highlands Ranch, CO 80129	720-242-8635
CO	Noser, Brett & Kay	Proforma Altitude Marketing	239 Sylvester Place	Highlands Ranch, CO 80129	303-995-8788
CO	Cipolla, Andrew	ARC powered by Proforma	9764 Sydney Lane	Highlands Ranch, CO 80130	303-322-3983
CO	Morrissey, Chris	Proforma Big Dog Branding	4243 Carroway Seed Court	Johnstown, CO 80534	970-416-9090
CO	Hagen, Suzanne	Proforma Imagery	1563 Spring Creek Xing	Lafayette, CO 80026	303-888-1709
CO	Adkins, Joseph	Proforma H2R Marketing Group	12081 W Alameda Pkwy # 161	Lakewood, CO 80228	303-987-9488
CO	Compton, Phil/McCann, Ryan/McCann, Daniel	Proforma TigerInk	1151 Eagle Drive, #451	Loveland, CO 80537	720-440-3940
CO	Zbyski, Mark	Proforma abZ Imprints	11553 Pink Phlox Drive	Parker, CO 80134	303-955-4565
CO	Butterfield, Scott	Proforma The Butterfield Company	9934 Grove Street, #B	Westminster, CO 80031	720-353-5509
CT	McCabe, Joe	Proforma Communication Resources	3 Hillcrest Road	Bethel, CT 06801	203-798-8080
CT	Grossman, Ricky	Proforma Winning Edge	131 Northford Road	Branford, CT 06405	203-675-1905
CT	Elston, Bob/ Elston, Tracey	Elston Graphic Solutions powered by Proforma	4 Blakeslee Drive	Newtown, CT 06470	203-947-6633
CT	Garrett Jacobowitz	Proforma S & G Associates	20 Turner Drive	North Haven, CT 06473	203-985-0249
CT	Henry, Carolyn/ Henry, James	Proforma Shoreline Graphics	P.O. Box 272	Old Saybrook, CT 06475	860-388-0866
CT	Garst, Stephen	Proforma Promotional Consultants	1074 Hope Street Suite 204	Stamford, CT 06907	203-322-1507
CT	Troy, Joe/Tracy	Waterfront Promotional Merchandising	139 Harbor Road	Westport, CT 06880	203-984-0255

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
FL	Howarth, Russell & Tammy	Proforma Think Ink	417 Apollo Beach Blvd.	Apollo Beach, FL 33572	845-978-3628
FL	Minish, Chuck & Karen	Kreative Koncepts powered by Proforma	746 Primrose Willow Way	Apopka, FL 32712	407-889-8200
FL	Washburn, Justin/Allison	Full Throttle Marketing powered by Proforma	9990 Coconut Road	Bonita Springs, FL 34135	330-802-2371
FL	Mertz, Duane/ Mertz, Phil	Proforma Branding Solutions	2062 Grove Ln	CLEARWATER, FL 33763	203-981-9242
FL	Orpet, Bruce	Proforma SouthPrint	2250 Druid Road E, #901	Clearwater, FL 33764	901-734-2290
FL	Burdek, Dick/ Burdek, Jo Ann	Proforma Source1 Promotions	240 Sand Key Estates Drive #78	Clearwater, FL 33767	727-266-7559
FL	Maynard, Judy	Proforma TSL Associates	P.O. Box 634	Crystal Beach, FL 34681	603-231-8772
FL	Levine, Ross	Proforma M3	4801 Linton Boulevard #11A Suite 644	Delray Beach, FL 33445	516-445-5052
FL	Lorincz, David	3rd Tee Branding Solutions Powered by Proforma	1138 August Sky Drive	Deltona, FL 32738	757-220-1910
FL	Boswell, Michelle	Arklatex Print & Promo, powered by Proforma	420 Oak Harbour Lane #205	Destin, FL 32541	903-733-2613
FL	Maichel, Luisa	L.F. Marketing powered by Proforma	18 Boxwood Road	Hollywood, FL 33021	786-768-9137
FL	Tupler, Steve	Proforma Creative Strategies	3389 Sheridan Street #551	Hollywood, FL 33021	954-347-9347
FL	Winslow, Mike/ Winslow, Hadley	Proforma Denali Marketing	274 E Eau Gallie Boulevard Suite 362	Indian Harbour Beach, FL 32937	904-535-5310
FL	Barley, Tammy	luTe powered by Proforma	1605 Ocean Pond Court	Jacksonville Beach, FL 32250	904-704-5117
FL	Hobbing, Dave	Proforma B2B	4040 Woodcock Drive Suite 102	Jacksonville, FL 32207	904-551-2450
FL	Lumley, Colleen	Proforma Print Media	3277 Hidden Lake Dr. W	Jacksonville, FL 32216	904-710-8433
FL	Covington, Clay	Proforma Creative Business Products	13949 White Heron Place	Jacksonville, FL 32224	904-519-2972
FL	Mack, Daniel	Proforma PrintSource	1309 St. Johns Bluff Rd., N. Suite 107	Jacksonville, FL 32225	904-398-8500
FL	Dinley, Brian / McCarthy, Adam	Proforma Turnkey Marketing	1095 Jupiter Park Drive Suite #3	Jupiter, FL 33458	561-265-0578
FL	Prahl, Pablo	A & G Marketing Group powered by Proforma	142 W Lakeview Avenue Suite 1030	Lake Mary, FL 32746	407-323-9056

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
FL	Bruce, Cynthia	Proforma Connected Solutions	8323 Redonda Loop	Lakewood Ranch, FL 34202	480-686-1914
FL	Sparkes, Daniel	Proforma Graphic AdVentures	8964 White Sage Loop	Lakewood Ranch, FL 34202	865-357-5702
FL	Muzzillo, Theresa	Proforma Big Ideas	9445 128th Avenue	Largo, FL 33773	813-895-4441
FL	Flynn, Ron/ Flynn, DD	Proforma Flynn Marketing	184422 Orangecrest Court	Lehigh Acres, FL 33936-5943	770-633-1142
FL	Furgason, DJ/ Furgason, Najla	CE Shoppes powered by Proforma	6109 Vireoridge Drive	Lithia, FL 33547	813-657-3530
FL	Fraser, Paul	Teamworkx powered by Proforma	P.O. Box 360161	Melbourne, FL 32936	321-525-5076
FL	Bolognese, Peter	Proforma Brand X	1111 Lincoln Road #500	Miami Beach, FL 33139	786-625-5850
FL	Swift, Brian	Swift Sourcing, powered by Proforma	990 Biscayne Boulevard Suite 501	Miami, FL 33132	800-956-3718
FL	Gossett, Danette	Gossett Marketing	14811 SW 139th Court	Miami, FL 33186	305-443-1332
FL	Scheipe, Barbara	Proforma Dynamic Image Solutions	3160 Orange Grove Trail	Naples, FL 34120	239-304-9297
FL	Price, Connie	cPrice Solutions powered by Proforma	109 Vinadio Boulevard	Nokomis, FL 34275	954-240-1651
FL	Palmby, Jena	Proforma S & C Marketing Solutions	7535 SW 86th Court	Ocala, FL 34481	630-632-3432
FL	Pritchard, Tina	Proforma Results Group	2706 E. Jersey Avenue	Orlando, FL 32806	407-401-2680
FL	Ferguson, Stan/ Ferguson, Robin	Proforma Creative Marketing	102 Wood Stork Lane	Palm Coast, FL 32164	904-551-6595
FL	Lanigan, Deborah	Proforma Mega Marketing Solutions	334 East Lake Road, #131	Palm Harbor, FL 34685	727-410-6873
FL	Anderman, Mike	Proforma 123	6699 NW 128th Way	Parkland, FL 33076	866-835-5285
FL	Clark, Joseph	Ziggi Marketing powered by proforma	3575 Gandy Boulevard	Pinellas Park, FL 33781	727-455-4776
FL	Krivitzkin, Stuart	Fusion Marketing Powered by Proforma	151 Nob Hill Road Suite 204	Plantation, FL 33324	954-765-6652
FL	Wygle, Blair/Kim	Proforma NorthPoint	22 Whatley Lane	Ponte Vedra Beach, FL 32082	904-330-0162
FL	Stone, Kelly	Stone Marketing Solutions - DBA The Idea Box	4339 Blue Heron Drive	Ponte Vedra Beach, FL 32082	954-465-6408

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
FL	Ayers, Rob/ Ayers, Melissa	Proforma Corporate Images	1648 Taylor Road Suite 453	Port Orange, FL 32128	386-274-7100
FL	Bright, Tom/ Bright, Jennifer	Proforma 910	3981 SW McCrory Street	Port Saint Lucie, FL 34953	203-671-8941
FL	Roma, Craig	Proforma DHJ Promotions	266 SW Chelsea Terrace	Port St. Lucie, FL 34984	561-746-8887
FL	Witenhafer, Suzanne/ Witenhafer, Bob	Proforma Arrow Solutions	848 Levitt Parkway	Rockledge, FL 32955	321-634-2822
FL	Lawlor, Beth/ Lawlor, Dan	Proforma Printing & Promotional Services	864 Eagle Point Drive	Saint Augustine, FL 32092	904-825-0500
FL	Stobo, Susan	Proforma Waterlilies	5034 79 Ave Drive East	Sarasota, FL 34243	941-359-0300
FL	Twigg, Jamie	Proforma Imaging	355 Tortoise View Drive Suite A	Satellite Beach, FL 32937	321-984-5153
FL	Hunter, Rebecca	Proforma Anchor Printing & Promotions	3400 Edgemont Trail	Tallahassee, FL 32312	850-894-3676
FL	Maxwell, Stan	Proforma Essential Services	81 Martinique Avenue	Tampa, FL 33606	727-674-8566
FL	Adams , Michele	Proforma Global Sourcing	2415 N. Albany Avenue Unit 1	Tampa, FL 33607	716-553-1655
FL	Pratt, Janice	Proforma JP Marcom Advantage	13511 Fawn Springs Drive	Tampa, FL 33626	813-784-8928
FL	Pender, Bert	Proforma Direct Business Systems	1447 - 42nd Street	West Palm Beach, FL 33407	561-841-7216
FL	Scotto, Kristen	Proforma Scotto Promotions	1170 Gator Trail	West Palm Beach, FL 33409	561-847-1176
FL	Pupo, Tony	Logo Print & Promo	941 W. Morse Boulevard Suite 100	Winter Park, FL 32789	407-312-9233
FL	Abrams, Katy	Proforma K.R. Print Solutions	456 Carolina Avenue	Winter Park, FL 32789	407-319-1262
FL	Bernstein, Cyrus	Proforma DB Printing & Offices Supplies	126 Deer Song Drive	Winter Springs, FL 32708	914-374-2377
GA	Pande, Pratt & Sudhir & Tej	Proforma IdeaPress	6850 Shiloh Road E Suite A	Alpharetta, GA 30005	404-857-0808
GA	Young, Whitney	Complete Solutions for Business, Powered by Proforma	235 Pharr Road NE, #1535	Atlanta, GA 30305	000-000-0000
GA	Hines, Randy & Susan	Proforma RM Hines Group	8309 Dunwoody Place	Atlanta, GA 30350	678-580-5493
GA	Fuller, Josh	Relevant Business Solutions Powered by Proforma	P.O Box 2430	Covington, GA 30014	888-315-5407

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
GA	Beckman, Michael	Proforma Expansion Marketing	1702 Heathermoor Way	Dacula, GA 30019	770-781-5623
GA	Lindsay, Gill/ Lindsay, Kim	Proforma Logos Logos	162 Park Lane	Dallas, GA 30157	770-853-8769
GA	Ruddle, Chad	Proforma Local & Global	520 Westbridge Drive	Fayetteville, GA 30214	330-990-2051
GA	Sutton, Jack/ Sutton, Jolynne	Proforma ABBAgraphics	985 Seven Oaks	Jesup, GA 31546	912-270-6687
GA	Mealor, Andy	Proforma Ascension Marketing Group	2240-2250 7th Street	Macon, GA 31206	478-742-6309
GA	Whitten, Scott	Proforma OnePoint	2739 Harper Woods Drive	Marietta, GA 30062	678-591-3618
GA	Campbell, Glenn	Proforma Premier Solutions	601 Duncroft Court	Martinez, GA 30907	706-284-8284
GA	Omohundro, Chris/ Omohundro, Cassie	Proforma SJM Agency	512 Bagley Fussell Road	Midway, GA 31320	866-363-1355
GA	Williams, Steve	Proforma Signature Marketing	980 Birmingham Road Suite 501-353	Milton, GA 30004	678-427-1550
GA	Smith, Chris	Phix Activate, Powered by Proforma	12540 Broadwell Road, Suite 2201	Milton, GA 30004	404-382-8598
GA	Schiller, Harvey	Insignia Promotions	125 Lawrenceville Street #200	Norcross, GA 30071	678-323-1406
GA	Schnell, Michael	Proforma Atlantic Gifts	1100 Grace Hill Drive	Roswell, GA 30075	404-579-5015
GA	Israel, Jack/ Israel, Mason	Proforma Marjac Promotions	227 Sandy Springs Place Suite D, #401	Sandy Springs, GA 30328	678-720-0404
GA	Manny, Tamara	Proforma Resolution Print Management	8665 Wolf Creek Drive	Winston, GA 30187	678-838-8832
GA	Morrow, Tom	Proforma Branded Media	211 Jeffrey Drive	Woodstock, GA 30188	404-310-3586
HI	Yamada, LaVerne/ Yamada, Milt/ Yamada, Tyson	Proforma Favorable Impressions	1987 Iwi Way	Honolulu, HI 96816	808-226-1057
IA	Walters, Jeff	Proforma Xtreme	1926 West 3rd Street	Cedar Falls, IA 50613	319-277-3738
ID	Powell, Travis/ Powell, Angela	Blue Phoenix Branding Powered by Proforma	2460 S. Rimrock Drive	Idaho Falls, ID 83401	208-521-2488
IL	Cohrs, Brian/ Cohrs, Stephanie	Proforma Cohrs Group	1916 E Jonquil Terrace	Arlington Heights, IL 60004	847-749-4512
IL	Franzen, Sue	Proforma Premiums	520 Kingsway Drive	Aurora, IL 60506	630-844-3147

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
IL	Cortese, Lee	Proforma Business Graphics	117 S Cook Street #330	Barrington, IL 60010	847-701-8285
IL	Wuckert, Rosemary	Proforma Synergy Graphics	111 Flinn Street	Batavia, IL 60510	888-854-9632
IL	Cunningham, Donald/ Cunningham, Phyllis	Proforma DLC & Associates	1124 Oakbrook Ave	Chatham, IL 62629	217-483-3647
IL	Maksud, Jeff	MSM Proforma	6125 N. Northwest Hwy	Chicago, IL 60631	773-878-4949
IL	Padratzik, Beverly	Proforma House	6409 N. Tahoma Avenue	Chicago, IL 60646	773-467-4566
IL	LaComb, Mike	Eagle Advertise Design & Print Powered by Proforma	2530 IL Rt. 176 Unit 9	Crystal Lake, IL 60014	815-455-5044
IL	Labbe, Kathy	Proforma 4D Marketing	158 Dawson Drive	Elgin, IL 60120	847-429-9349
IL	Siers, David	Proforma Lakewood	P.O. Box 5756	Elgin, IL 60121	630-768-1734
IL	Burks, Clyde	Proforma Diversified Business Products	1020 Park Drive #385	Flossmoor, IL 60422	773-239-3800
IL	Adams, Mark	Proforma Lakeshore Print & Promotions	133 Walnut Street	Frankfort, IL 60423	815-534-5461
IL	Raudys, Bob	Proforma Total Solutions	13735 Kickapoo Trail	Homer Glen, IL 60491	708-301-4128
IL	Barnes, Joe/ Barnes, Karen	Proforma Vision Graphics	3333 Warrenville Road Suite 200	Lisle, IL 60532	630-922-7415
IL	Mitchell, Richard	Proforma ProMediAspire	P.O. Box 719	Morris, IL 60450	815-942-0773
IL	Stapleton, Brian	Incentive Depot powered by Proforma	538 Grimes Avenue	Naperville, IL 60565	312-560-2332
IL	Arcivar, Paul	Proforma Creative Impressions	P.O. Box 2865	Naperville, IL 60567	708-912-1681
IL	Steinberg, Adam	Pro Swagger powered by Proforma	2720 Dundee Road Suite 310	Northbrook, IL 60062	847-509-9828
IL	Siebert, Greg	Proforma Awards Print & Promotions	403 Burr Oak Drive	Oswego, IL 60543	630-897-9848
IL	Brooke, Jeff	Proforma Business Builders	810 W. Pioneer Parkway	Peoria, IL 61615	309-692-6390
IN	Cleaver, Phil	Proforma Commercial Print & Marketing	2593 Hadley Grove North Drive	Carmel, IN 46074	260-466-6146
IN	Hogle, Gregory/ Hogle, Kim	Proforma Printing In Time	8213 Lotticks Corner Rd. SE	Elizabeth, IN 47117	888-864-5554

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
IN	Sandstrom, Lisa	Proforma Viking	7530 DiSalle Boulevard	Fort Wayne, IN 46825	260-489-7787
IN	Nielsen, Leta/ Wolf, Ryan/ Wolf, Victoria	Proforma Corporate Solutions	P.O. Box 719	Granger, IN 46530	574-277-3748
IN	Webb, Marlo & Tracy	Metro Printed Products, powered by Proforma	1001 Commerce Parkway South Drive Suite H	Greenwood, IN 46143	317-885-0077
IN	Gerard, Susan	Proforma Pace Forms & Graphics	725 East Water Street	Hartford City, IN 47348	765-348-2615
IN	Marasco, Eric	Proforma Distinctive Marketing	9740 Trevia Drive	Indianapolis, IN 46236	317-331-6682
IN	Elskus, Al & Lynn	Proforma Premier Printing	10252 Eastwind Court	Indianapolis, IN 46256	317-842-9181
IN	Berger, Patricia	Proforma Graphic Concepts Group	54214 Sagewood Drive	Mishawaka, IN 46545	574-850-4949
IN	Herndon, Susan	Proforma double dog dare	3204 Creekwood Court	New Albany, IN 47150	812-944-8322
IN	VanWynsberghe, Rick & Barbara	Proforma Print2Promo Group	1028 E, Colfax Avenue, Suite 103	South Bend, IN 46617	574-210-3815
IN	Wheeler, Michael	Proforma Data & Marketing Services	18245 Farm Lane	South Bend, IN 46637	574-315-8552
IN	Diener, Carmen	Proforma Kissel Marketing	7740 S. 775 E	Zionsville, IN 46077	317-344-3010
KS	Steiniger, Keith	Proforma IDology Marketing Group	8399 Melrose Drive	Lenexa, KS 66214	913-685-9098
KS	Allemang, Phil / Allemang, Nancy	Proforma US Marketing	5518 Farley Street	Merriam, KS 66203	816-392-4246
KS	Herbel, Dane	Blue Eagle Productions powered by Proforma	2464 West 176th Street	Overland Park, KS 66085	816-225-2980
KS	Wolstenholm, Rick/Karey	Proforma Wolstenholm Custom Marketing	6104 W 157th Street	Overland Park, KS 66223	855-467-7646
KY	Knasel, Nicole	Proforma N & M Communications	434 Hazen Avenue	Bellevue, KY 41073	859-291-1350
KY	Voris, Della	Proforma Vision Marketing	3220 Fontaine Court	Florence, KY 41042	937-898-2260
KY	Bruning, Daniel	Proforma Capital Promotions	911 Brookhaven Drive	Frankfort, KY 40601	502-545-3131
KY	Coots, Lisa/ Taylor, Katie	CT Marketing Solutions powered by Proforma	2276 Mangrove Drive	Lexington, KY 40513	859-492-7876
KY	Scott, Robin	Commercial Promo & Print powered by Proforma	3406 Thruston Dermont Road	Owensboro, KY 42303	270-684-2324

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
LA	Boesen, Tom	Proforma Boesens & Associates	146 Rue DuBourg	LaPlace, LA 70068	985-359-4824
LA	Dodds, Aimee	Proforma AD Branding Solutions	1300 Albert Street	Mandeville, LA 70448	985-507-3686
LA	Hymel, Yvette & Zabala, Rachel	Proforma Key Solutions	505 Commerce Point	New Orleans, LA 70123	504-305-6404
MA	Resnick, William/ Resnick, John	Proforma Printing & Promotion	71 Commercial Street Suite 304	Boston, MA 02109	617-939-4877
MA	Laterzo, Delisa	Touchmark Promotions	160 Ayer Road, Suite 1	Littleton, MA 01460	978-846-0885
MA	O'leary, Brian & Panaggio, Anthony	Proforma Packaging, Printing & Promotions	30 Massachusetts Avenue	Norfolk, MA 02056	617-285-7431
MA	Foley, Jack	Proforma Eagle Print & Promotion	P.O. Box 267	North Scituate, MA 02060	781-545-5356
MA	O'Connor, Mary Lou/ O'Connor, Kevin	Proforma Ink	129 Essex Street Suite #2	Salem, MA 01970	617-529-6431
MA	Robinson, Lisa	Proforma Spectrum Branding	8 Millpond Road	Sudbury, MA 01776	508-740-6021
MD	Michienzi, Timothy	Proforma DocuPrint Services	1405 Ritchie Court	Annapolis, MD 21401	301-580-2737
MD	Cantrick, John	Proforma Direct	2656 A Queen Anne Circle	Annapolis, MD 21403	410-990-1205
MD	Ambrose, Holly	Proforma Global	11 Hillview Drive	Baltimore, MD 21228	410-788-7500
MD	Powell, David	Proforma Promolink	8850 Stanford Boulevard #1900	Columbia, MD 21045	240-841-2224
MD	Patrick, Robin/ Patrick, Todd	Proforma Precision Printing Systems	805 Chatfield Road	Joppa, MD 21085	410-335-7080
MD	Stevenson, Mark	Proforma Stevenson & Associates	6 Meadowcroft Court	Montgomery Village, MD 20886	301-527-8503
MD	Feuz, John and Maria	Proforma Capital Graphics	4810 Marianne Drive	Mt. Airy, MD 21771	301-865-1263
MD	Reese, Charles/ Reese, Barbara	Proforma ABC	P.O. Box 3063	Prince Frederick, MD 20678	410-535-4459
MD	Dike, Jack	Proforma JMD Graphics	310 Buckland Court	Severna Park, MD 21146	410-315-7640
ME	Palermo, Peter & Kim	Proforma Marketing Essentials	94 Elm Street	Camden, ME 04843	207-236-2896
ME	Lake, Shirley	Proforma Print Systems	37 Plains Road	Harrison, ME 04040	207-847-3030

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
MI	Moran, Rhonda	Proforma Team Marketing Solutions	7150 Dixie Highway Suite 4B	Clarkston, MI 48346	248-722-4100
MI	Ashcraft, Suzanne	Proforma Platinum Printing & Promotions	143 West Tacoma	Clawson, MI 48017	248-341-3814
MI	Szidik, David	Proforma Infinite Marketing Solutions	2760 East Lansing Drive Suite 4	East Lansing, MI 48823	616-828-4511
MI	Hanika, Jim/ Shina, Anita	Proforma Amplified	9 Sycamore Lane Suite 100	Grosse Pointe, MI 48230	313-821-4143
MI	Denhof, Melissa/ Dieleman, Scott/ Pierson, Chuck	MCS Marketing, Powered by Proforma	2385 Wilshire Drive	Jenison, MI 49428	616-328-5804
MI	Troyer, Brad & Michelle	Proforma Printhouse	4512 Stadium Drive	Kalamazoo, MI 49008	269-488-7509
MI	Klonke, David Alan	Right Hook Branded Merchandise powered by Proforma	310 Pine Tree Road, Suite 100	Lake Orion, MI 48362	248-854-5337
MI	Lademan, Paul & Joann	BrandLure powered by Proforma	54576 Jack Drive	Macomb, MI 48042	586-945-4183
MI	Rubino, Daniel / Rubino, Laurie / Rubino, Tony	Proforma Marketplace	16224 E 13 Mile Road	Roseville, MI 48066	586-226-1699
MI	Ball, Karen	Proforma Printing Concepts	6592 Scenic Drive S.	Saginaw, MI 48603	989-792-1508
MI	Hicks, Doris	Proforma Quality Imprints Plus	P.O. Box 5325	Traverse City, MI 49696	231-947-5566
MI	Schena, Carolyn	Proforma Image & Design	1920 Livernois Road Suite E	Troy, MI 48083	248-672-4697
MI	Fleming, Mark & Paula	Proforma JM & P	3804 Victoria Court	Troy, MI 48083	248-521-6012
MI	Kirk Winnega	Proforma Blue Sky Marketing Solutions	2549 Hounds Chase Drive	Troy, MI 48098	248-712-4839
MI	Pulte, Julie	Proforma Product Promotions	4166 Cherrywood Lane	Troy, MI 48098	248-670-0760
MI	Ely, Charles	Proforma Combined Products	2430 Turner Avenue NW Suite D	Walker, MI 49544	616-285-9460
MI	Wiseley, Timm	Proforma Performance Print and Marketing Services	1907 Burkley Road	Williamston, MI 48895	517-896-9682
MN	Ekman, Mark	Proforma Marketing Incentives	13055 Riverdale Drive, NW Suite 500-243	Coon Rapids, MN 55448	763-502-7664
MN	Verhage, Cathy	Casta Marketing Group	6125 Abbott Avenue South	Edina, MN 55410	612-382-9456
MN	Brackett, Beth	Imagewear	125 Woodpecker Ridge Road	Excelsior, MN 55331	952-831-0220

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
MN	Vagnone, Gerry	Proforma ColorWheel	6825 Logan Avenue S	Richfield, MN 55423	612-701-4453
MN	Yurick, Jim	Proforma Millennium Graphics	3837 Westin Ave	Saint Paul, MN 55125	651-714-1550
MN	Hasty, Tim/ Hasty, Anna	Proforma QSI	3464 Owasso Street	Saint Paul, MN 55126	651-484-9533
MN	Vollmer, Chad	Proforma Infinite Access	7314 Kestrel Trail	Savage, MN 55378	952-807-8975
MO	Peters, Grant	Proforma RGP Creative	16614 Chesterfield Farms Drive	Chesterfield, MO 63005	314-662-2878
MO	Arthur, Elaine & John	Proforma 3	308 Kendall Ridge Court	Chesterfield, MO 63017	314-786-5673
MO	Baum, Terry	Baum's Branding Powered by Proforma	128 E. Meadowbrook Ave	Clever, MO 65631	417-743-2136
MO	Levy, Jeff/ Bowles, Jeff	Sourcepoint	IF POSSIBLE DON'T MAIL/E-MAIL INV TO:Invoice.SP@proforma.com	Kansas City, MO 64106	913-814-7802
MS	Pearson, Andy	Proforma Business Forms & Solutions	P.O. Box 3657	Tupelo, MS 38803	662-213-1806
MT	Goebel, Mike	Proforma One Marketing	2814 Brooks Street #431	Missoula, MT 59801	844-344-1022
NC	Casey, Roger/ Casey, Dennis	Casey Creative Powered by Proforma	307 Bing Crosby Boulevard	Bermuda Run, NC 27006	703-850-8668
NC	Reedy, Rhonda / Levitt, Britni	Barefoot Swag powered by Proforma	35 Timber Park Drive	Black Mountain, NC 28711	866-247-4320
NC	Blaylock, Jeff	Proforma Carolina Solutions	27 Mayfair Drive	Candler, NC 28715	828-712-5205
NC	Royall, Rick	Proforma P.3	408 Oceana Way	Carolina Beach, NC 28428	336-918-2835
NC	Keith, John	SYNQ Marketing Group powered by Proforma	4009 Corning Place Drive E2-123	Charlotte, NC 28216	704-845-8373
NC	Porter, Mindy & Steve	Proforma Innovative Ideas	20318 Northport Drive	Cornelius, NC 28031	888-539-9302
NC	Dovel, Kevin / Titka, Don	Proforma Promographix	5557 Hartfield Court	Fayetteville, NC 28311	919-669-9832
NC	Stolfi, Dan/ Stolfi, Trisha	Proforma DRSolutions	2664 Timber Drive Suite 153	Garner, NC 27529	919-594-1019
NC	Arcia, Rick/ Arcia, Gerda	ROAR Business Services powered by Proforma	300 S. Firestone Street Ste. 242	Gastonia, NC 28052	704-616-3741
NC	Cleveland, Bill	Proforma Business & Advertising Products	1556-A Union Road	GASTONIA, NC 28054	704-813-6603

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
NC	Prillaman, Cheryl/Michael	Proforma Total Print Solutions	320 Habersham Road Suite 105	High Point, NC 27260	336-841-5292
NC	Moore, Toni S.	Proforma Maverick Marketing	1589 Skeet Club Road Suite 102	High Point, NC 27265	336-882-2833
NC	Durkee, Mike	Proforma Durkee	15905 Brookway Drive Suite 4206	Huntersville, NC 28078	704-655-2511
NC	Duncan, Don	mph brand solutions powered by Proforma	1211 Robinhood Lane	Kannapolis, NC 28081	704-650-9022
NC	Wright, Allen	Proforma Piedmont Business Graphics	1484 Low Bridge Road	Liberty, NC 27298	336-824-4356
NC	Shaffer, Kim/ Shaffer, Pat	Commonwealth Graphics, powered by Proforma	191 Knoxview Lane	Mooresville, NC 28117	703-495-0733
NC	King, Lynn	Proforma Triangle Print Services	5716 Dutch Creek Dr.	Raleigh, NC 27606	919-303-0303
NC	Lawrence, Stephen	Proforma Marketing Alliance	8601 Six Forks Road Suite 400	Raleigh, NC 27615	919-219-1878
NC	Lazzari, Mike	Proforma BrandCentric Solutions	7721 Six Forks Road Ste. 116	Raleigh, NC 27615	832-585-0961
NC	McDonald, Bernadette	Proforma Prime Image	199 Blue Hills Lane	Rutherfordton, NC 28139	828-395-2055
NC	King, Karen/ King, Mark	Proforma Target Your Market Promotional Products	26 Pinecrest Plaza #10	Southern Pines, NC 28387	910-992-0668
NC	Bujalski, Kathy/ Bujalski, Lee	Proforma Coastal Printed Products	3616 Amber Dr.	Wilmington, NC 28409	910-619-2868
NE	Schmidt, Mike & Florek, Mike	Proforma Business World	634 West Second Street	Hastings, NE 68901	402-463-9660
NE	Cole, Bruce/ Gilbert-Cole, Jean	Proforma InfoSystems	P.O. Box 307	Kimball, NE 69145	406-600-1885
NE	Gourlay, Tom	Proforma Print and Promotional Images	5901 S. 58th Street Suite D	Lincoln, NE 68516	402-421-2333
NH	Shufelt, Craig	Just Hit Print	P.O. Box 123	Franklin, NH 03235	603-630-9216
NH	Montecalvo, Kevin	Proforma InMotion	99 Ledge Road Unit 9	Seabrook, NH 03874	978-270-3284
NJ	Fornaro, Julie/Andy	Proforma R & E Graphics	3 Catawaba Lane	Annandale, NJ 08801	908-521-0396
NJ	Schambach, Daryl	Blue Ocean Business Solutions powered by Proforma	525 Harris Avenue	Brielle, NJ 08730	201-832-1493
NJ	Mistkowski, Rich	Proforma Marblehead	95 West Main Street Suite 175	Chester, NJ 07930	908-507-2151

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
NJ	Nettles, David R./ Barosko, Susan	Proforma Unlimited Marketing Expressions	36 Keswick Avenue	Ewing, NJ 08638	609-882-0112
NJ	Vento, Jay	Proforma Spectrum Graphics Unlimited	373 Route 46 West Bldg E, Ste 212	Fairfield, NJ 07004	973-882-8666
NJ	Gamba, Carl/ Gamba, John	Proforma AYR Graphics & Printing	7 Mark Road, #205	Kenilworth, NJ 07033	908-241-8118
NJ	Koepl, Robert G. (Bob)	Proforma RGK Marketing Impressions	520 Stokes Road Suite D-2	Medford, NJ 08055	732-223-7333
NJ	Carl Mendenhall	Proforma Business Resources	70 Langport Drive	Medford, NJ 08055	609-654-5820
NJ	DiCesare, Joseph	Proforma Alliance Printing & Promotional Services	50 Division Avenue Suite 47	Millington, NJ 07946	908-542-1070
NJ	Black, W. Timothy/ Black, Kathleen	Proforma WTB Enterprises	P.O.Box 1217	Mountainside, NJ 07092	908-301-9789
NJ	Bryce, Michael	Proforma On Demand Print & Promotions	661 Broad Street Suite 3	Shrewsbury, NJ 07702	732-922-9830
NJ	Molinari, Paul & Alyce	Proforma Repromatic	25 Pompton Avenue Suite 101	Verona, NJ 07044	973-239-7610
NJ	Stenchever, Dan/ Stenchever, Lisa	Proforma Garden State Graphics	10117 Warrens Way	Wanaque, NJ 07465	862-200-5858
NJ	Lind, Kirk/ Quinn, Brendan/ Mogell, Victor	Proforma Dynamic Resources	157 Cooper Road	West Berlin, NJ 08091	856-321-1400
NM	Holler, Suzanne	Proforma Desert Promotions	909 W. Mesa Verde Drive	Hobbs, NM 88240	575-399-0552
NV	Kolar, Bob / Kolar, Margaret	Proforma SuperCenter	504 Ash Street	Boulder City, NV 89005	800-309-4046
NV	White, Rich	Proforma imPRINTS	1126 N Water Street	Henderson, NV 89011	702-836-9700
NV	Raucher, Steve	Proforma GPS	12600 Chaparral Road Suite 100	Henderson, NV 89044	702-938-2260
NV	Ferro, Chris	Proforma Impact Branding	2505 Anthem Village Drive #E-386	Henderson, NV 89052	702-737-7979
NV	Hafen, Brad/ Hafen, Miya	Proforma Apps	2411 Llewellyn Drive	Las Vegas, NV 89102	702-768-8344
NV	Sy-Kit Hsu, Jammie	Proforma element 7	7935 W. Badura Avenue Ste. 1025	Las Vegas, NV 89118	909-282-8727
NV	Spinelli, Debe	Neptune Merch powered by Proforma	140 Washington Street Suite 200	Reno, NV 89503	760-533-5000
NY	Ferry, David	Proforma Boathouse Printing	75 Travis Avenue	Binghamton, NY 13904	607-772-0734

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
NY	Liebert, Rich	Truehold Promotions Powered by Proforma	160 Wilbur Place Suite 500	Bohemia, NY 11716	855-222-2008
NY	Janosick, Charles/ Janosick, Andrew	Proforma Executive Business Services	415 Central Avenue Suite E	Bohemia, NY 11716	631-862-7555
NY	Eldon, David	Proforma Eldon Associates	5832 Harbour Drive	Canandaigua, NY 14424	585-734-2295
NY	Nistico, Jim	Proforma Infinity	PO Box 68	Clay, NY 13041	315-885-8468
NY	Costanzo, John	Proforma Full Circle	40 Chenango Avenue	Clinton, NY 13323	315-853-2044
NY	Kaye, Tracy	Proforma K Print Solutions	60 N. Harrison Avenue Suite 32	Congers, NY 10920	845-634-0500
NY	Eller, Mark A.	Proforma DocuCom Services	124 Aspenwood Drive	East Amherst, NY 14051	716-474-4744
NY	Egan, Jim	Proforma Targeted Solutions	1254 Surrey Run	East Aurora, NY 14052	716-652-9898
NY	Filippelli, John	Proforma Protege Pro	16 Hudson Ave #355	Glen Falls, NY 12801	518-306-8100
NY	Shrader , Bob / Shrader, Mike	Proforma Shrader & Shrader	11 Windsor Drive	Gloversville, NY 12078	518-527-9544
NY	Tyler, Nick	Proforma Hyatt Graphics	1317 County Rd 3	Greene, NY 13778	607-656-9403
NY	Boesch, Bill	Proforma Graphic & Promotional Solutions	50 Park Lane Suite 102	Highland, NY 12528	845-883-0888
NY	Browning, Bruce	Proforma Edge	282 Katonah Avenue #132	Katonah, NY 10536	914-380-7510
NY	Paonessa, Maurizio	Proforma MP Solutions	1665 Ridge Road	Lewiston, NY 14092	716-754-2382
NY	Giordano, Damian	Proforma Strategic Marketing	8233 Penstock Way	Manlius, NY 13104	315-263-8180
NY	Bontemps, Michele/ Bontemps, Ron	Proforma MyCA Marketing	150 East 44th Street 47th Floor	New York, NY 10017	212-682-9811
NY	Winter, Terri	Proforma Winter	1120 Avenue of the Americas 4th Floor	New York, NY 10036	212-626-6591
NY	Brundo, Janet/ Brundo, John	Proforma WNY Print & Promotion	P.O. Box 203	Newfane, NY 14108	716-930-1956
NY	Steffann, Peter	Proforma Sound Printing	202 Townsend Square	Oyster Bay, NY 11771	516-457-2945
NY	Foley, Jack	Proforma Foley Team	78 Old North Hill	Rochester, NY 14617	585-233-4184

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
NY	Kaye, Woody	Corporate Values, powered by Proforma	200 South Service Road Suite 213	Roslyn Heights, NY 11577	516-626-7400
NY	Guidarelli, Joseph	G2 Marketing, Inc. dba Proforma Lee's	1650 Crane Street	Schenectady, NY 12303	518-355-1098
NY	Dibello, John	Proforma Associates	401 W. Division Street #12165	Syracuse, NY 13218	315-427-2445
NY	Gerdy, Jeff	Proforma A Trusted Name	35 Franklin Street	Westfield, NY 14787	716-326-7400
NY	Cahill, Shawn/ Cahill, Mimi	Executive Creations powered by Proforma	34 Marvelle Lane	Westtown, NY 10998	646-229-2058
NY	Lombardo, Frank	Proforma Business Impressions	7954 Transit Road Suite #343	Williamsville, NY 14221	716-408-2700
NY	Waldron, Julie	Proforma Total Business	80 Viscount Drive	Williamsville, NY 14221	
OH	Tywon,Chris	Proforma Solution Ventures	1133 Portage Trail Ext. W. Suite 1	Akron, OH 44313	330-253-3116
OH	Thomas, Joe	Proforma JOE THOMAS GROUP	114 Barington Town Square Drive Suite 233	Aurora, OH 44202	440-268-0881
OH	Whalen, David	Proforma EchoPress	444 Avon Point Avenue	Avon Lake, OH 44012	216-373-7560
OH	Shramek, Chas	Proforma Connected	3507 Brook Court	Avon, OH 44011	216-570-0646
OH	Faughner, Todd	Proforma Faughner Enterprises	600 Blackberry Circle	Brunswick, OH 44212	216-402-1755
OH	Fancourt, Sue	Proforma PX4	1123 Marion Road	Bucyrus, OH 44820	419-564-9440
OH	Grimm, Mike	Proforma MLG Promos & Print	10863B Millington Court	Cincinnati, OH 45242	513-489-0660
OH	Calardo, John	Proforma Grafix	5560 Seville Court	Cincinnati, OH 45247	513-574-6353
OH	Mader, Dave	Proforma Mader & Associates	P.O. Box 38219	Cleveland, OH 44138	216-299-1809
OH	Littlefield, David	Proforma Advantage Printing & Promotions	640 SOM Center Rd.	Cleveland, OH 44143	440-781-5255
OH	Arndt, Andrew	Double A Print & Promo powered by Proforma	100 S. Drexel Avenue	Columbus, OH 43209	614-581-1011
OH	Kellogg, Ken	Proforma Kapco Promotions	PO BOX 20286	Columbus, OH 43220	614-451-9699
OH	Gloyd, James/ Gloyd, Chris	Proforma GBF Printing	1491 Pemberton Drive	Columbus, OH 43221	614-486-5525

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
OH	Luke, Lori	Proforma TCL	812 Bluffview Dr.	Columbus, OH 43235	614-844-6369
OH	Hageman, Bill/ Shindler, Jim/ Skinner, Jeff	Proforma Graphic Services	6341 Nicholas Drive	Columbus, OH 43235	614-760-5800
OH	Haley, Liz	Proforma Identity	5913 Hithergreen Drive	Dayton, OH 45429	937-885-4656
OH	Nickleson, Amy/ Nickleson, Michael	Proforma Alchemy Branding	8619 Roscoe Place	Dublin, OH 43016	614-389-4128
OH	Pfaff, Jim	Proforma Print & Imaging	655 Metro Place South Suite 600	Dublin, OH 43017	614-789-1666
OH	Hosler, Scott	Branded with Passion powered by Proforma	122 Santa Fe Court	Elyria, OH 44035	440-759-1745
OH	Muhlenkamp, Angie	Proforma Custom Promotions	1620 Siegrist-Jutte Road	Fort Recovery, OH 45846	419-852-2994
OH	Del Valle, Matt	Stan Miller & Associates, Powered by Proforma	6100 Oak Tree Blvd. Suite 200	Independence, OH 44131	440-232-4510
OH	Byrne, Bill	Proforma Park Place	8800 E Pleasant Valley Road	Independence, OH 44131	216-403-8401
OH	Maloney, Brian	Proforma Maloney & Associates	8800 East Pleasant Valley Road	Independence, OH 44131	216-520-8400
OH	Merkle, Nicole / Muzechuk, Ron / Connie	Proforma CNR Marketing	P.O. Box 292711	Kettering, OH 45429	937-293-1030
OH	McPherson, Bob	Proforma Add-a-Line	1207 Findlay Rd.	Lima, OH 45801	419-224-8747
OH	Flaughers, Steve	Hyde Brothers Printing & Marketing	2343 E State Route 821 Bldg 10, Complex 3	Marietta, OH 45750	740-373-2054
OH	Larry Steinbacher	Proforma Steinbacher & Associates	4001 Fairway Drive	Medina, OH 44256	330-241-5370
OH	Chase, Matt	Proforma Chase	8500 Station Street Suite #235	Mentor, OH 44060	440-974-1147
OH	Albrecht, Fred & Suzette	Proforma Albrecht & Co.	1040 Techne Center Drive	Milford, OH 45150	513-753-2727
OH	Brookens, Patricia	Proforma Business Solutions	1420 Finch Lane	Milford, OH 45150	513-575-9955
OH	Flaughers, Steve	Proforma 3rd Degree Marketing	7110 Whipple Ave, NW Suite D104	North Canton, OH 44720	330-338-6418
OH	Bewley, Rich	Proforma Premier Impressions	36357 Fortunato Drive	North Ridgeville, OH 44039	440-479-9121
OH	Smith, Andy	Proforma Solutions for Business	9804 Silverleaf Drive	North Royalton, OH 44133	440-376-2247

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
OH	Belegrin, Debra	Proforma AdChoice	1532 Bury Road	Oregon, OH 43616	419-697-8889
OH	Law, Ken	Proforma Advanced Print Solutions	6162 Diana Drive	Poland, OH 44514	330-921-1908
OH	Coddington, Marcia	Proforma Encore Solutions	30 Deer Trail Drive	Springboro, OH 45066	937-748-4772
OH	Miano, Al	Proforma	P.O. Box 2510	Stow, OH 44224	330-688-1424
OH	Sweeney, Colleen/ Sweeney, Martin	Proforma Specialty Printing	P.O. Box 140005	Toledo, OH 43614	419-380-5000
OH	Patton, Ann	Proforma Buckeye	7307 Red Bank Road	Westerville, OH 43082	614-882-1890
OH	Haar, Julie	Proforma Strategic Promotions	670 Meridian Way Suite 297	Westerville, OH 43082	614-267-4969
OH	Kleindienst, Dave	Proforma one2one solutions	932 Richmar Drive	Westlake, OH 44145	216-832-8300
OH	Yale, Phil	Proforma Legacy	27900 Sherwood	Westlake, OH 44145	216-409-1610
OH	Lenahan, Patrick	Proforma ASAP	806A Sharon Drive	Westlake, OH 44145	216-521-0199
OH	Roose, Jennifer	Proforma Prana	1400 Lloyd Road #472	Wickliffe, OH 44092	440-345-6466
OK	Mondaine, Deonandrea/ Mondaine, Jermaine	Proforma Mondaine Marketing & Media	9000 E. Joliet Street	Broken Arrow, OK 74014	918-360-5199
OK	Doughty, Patrick	Proforma Prime Services	P.O. Box 31805	Edmond, OK 73034	405-830-6034
OK	Malek, Joel & Sarah	Launch Brand Marketing powered by Proforma	P.O. Box 1302	Jenks, OK 74037	866-215-8436
OK	Morriss, Rob & Sandra	Proforma Faith Marketing Solutions	513 East Topaz Avenue	Stillwater, OK 74075	405-533-3563
OK	Muratore, Matthew	Proforma One Solution	320 S. Boston, Suite 1130	Tulsa, OK 74103	479-372-7752
OK	Stonhaus, Bob	VISION IN ACTION by Proforma	9416 S. Florence Avenue	Tulsa, OK 74137	925-743-4053
OR	Barry-Lober, Malissa	Proforma Branding Hut	646 NW Compass Lane	Bend, OR 97703	310-408-9840
OR	Niece, Mike & Maribeth	Strategic Print & Promotions	15645 SE 114th Avenue Building 4, Suite 101	Clackamas, OR 97015	503-303-7541
OR	Finnegan, Carrie	Proforma Where Brands Matter	17707 Front Street NE	Hubbard, OR 97032	503-939-3118

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
PA	DeTurk, Laurie	Stellar Promotions powered by Proforma	2312 W. Mosser Street	Allentown, PA 18104	610-770-7884
PA	Shewfelt, Chris	Proforma A Promo Place	1045 Shearwater Drive	Audubon, PA 19403	888-455-7770
PA	Hart, Linda / Kohn, Ken	Proforma Crown	1051 Resolution Drive	Bethlehem, PA 18017	973-785-3477
PA	Harkins, Bernie	Viking Graphics powered by Proforma	5371 Northwood Drive	Center Valley, PA 18034	610-704-5431
PA	Manning, Bob	Proforma Print Marketing	6 Dickinson Drive Ste 211	Chadds Ford, PA 19317	610-459-4777
PA	Greco, Fred	Greco Promotions powered by Proforma	4387 W. Swamp Road #273	Doylestown, PA 18902	215-310-5038
PA	Schwartz, John	Elevate Marketing Solutions powered by Proforma	5812 N. Deer Run Road	Doylestown, PA 18902	215-794-8205
PA	Hessler, Brian	Hessler Printing powered by Proforma	106 Susan Drive Unit 1	Elkins Park, PA 19027	215-379-2300
PA	Bollheimer, Doug	Proforma Bollheimer & Associates	3204 Glenwood Park Avenue	Erie, PA 16508	814-459-6100
PA	Patton, Ken	Proforma LBP Marketing Concepts	P. O. Box 27	Laceyville, PA 18623	570-869-1105
PA	Smith, Mike	Smith Solutions Powered by Proforma	361 Laurel Oaks Drive	Langhorne, PA 19047	267-307-6705
PA	Urmston, Diane	Proforma 123 Marketing Solutions	51 Simon Court	Mechanicsburg, PA 17050	845-741-2583
PA	Veltri, Todd	Proforma Three Rivers	218 Grandview Drive North	Pittsburgh, PA 15215	412-784-1726
PA	Young, Jim/ Young, Lynne	Proforma Multi-Media Marketing	141 Warwick Drive	Pittsburgh, PA 15241	412-595-7892
PA	Swinehart, Bonnie	Proforma Econo Advertising	114 Gleason Hollow Rd	Port Allegany, PA 16743	814-642-0860
PA	Zebert, Brian / Zebert, Edward	Proforma IdeaWorks	1006 Woody Drive	South Park, PA 15129	412-655-2204
PA	Clauss, John	JMJ Direct Powered by Proforma	617 Brinkworth Avenue	Warrington, PA 18976	215-491-4130
PA	Hershey, Linda	Proforma LLH Promos	P.O. Box 24 Ridge Road	Warriors Mark, PA 16877	814-632-8588
PA	Marko, Dave	Marko Promo, Powered by Proforma	335 Mingo Road	Wexford, PA 15090	412-576-1917
PA	Winkler, Matt / Winkler, Tony	Proforma Digital House	PO Box 142	Willow Grove, PA 19090	888-898-8515

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
PA	Walsh, Dave/ Walsh, Denise	Proforma Center Point Marketing	P.O. Box 984	Worcester, PA 19490	610-420-5571
PA	Forsythe, Duff/ Forsythe, Susan	Proforma Forsythe Marketing	2575 Hepplewhite Drive	York, PA 17404	717-873-6112
SC	Bridges, Walter	Proforma Advanced Graphic Services	1981 Northlake Boulevard	Bluffton, SC 29909	412-885-5565
SC	Wilson, Richard/ Wilson, South	Proforma Customized Graphics & Promotions	2170 North Lake Drive #1328	Columbia, SC 29212	847-571-5919
SC	Roy, Brooks & Marti	Proforma OneSource Corporate Solutions	1750 Hwy. 160 W Ste 101-328	Fort Mill, SC 29708	803-396-8858
SC	Belli, Mike	Proforma ImagePrint	P.O. Box 8439	Greenville, SC 29604	864-434-2053
SC	Dixon, Chris	Proforma CM Design	1708-C Augusta Street	Greenville, SC 29605	864-235-5561
SC	Quinn, Will	Proforma Business Impact	775 Woodruff Road Suite H	Greenville, SC 29607	864-239-0050
SC	Spence, Steve	Proforma Rhino Graphics	505 Kenilworth Drive	Greenville, SC 29615	877-337-3347
SC	Abrams, Keith	Proforma Impact Print & Promo	220 Letha Lane	Lexington, SC 29072	803-403-9448
SC	Tartaglia, Frank	Proforma Print Solutions	2280 Andover Way	Mount Pleasant, SC 29466	843-856-8443
SC	Badolato, Daniel	Proforma Graphic Concepts	4060 Fairway Lakes Drive	Myrtle Beach, SC 29577	843-213-1331
TN	Dixon, Donna/ Dixon, Sam	Proforma Advanced Concepts	3819 Buckley Cove	Bartlett, TN 38133	901-386-0236
TN	Burris, Larry	Lake Pointe powered by Proforma	1996 Highway 75	Blountville, TN 37617	423-279-7733
TN	Salant, Joslin	Proforma Salant Marketing Group	421 Mooresville Pike	Columbia, TN 38401	650-703-4273
TN	Lochow, Marc / Lochow, Lynn	Proforma PSP	2012 Everest Drive	Gallatin, TN 37066	708-774-1400
TN	Thompson, Sam	Proforma Advantage	1671 Old Houston Levee Rd	Germantown, TN 38139	901-634-4444
TN	Ullrich, Peter	Ullrich Print Plus powered by Proforma	PO Box 259	Knoxville, TN 37901	865-523-0931
TN	Boxer, Dorit	Aura Brand powered by Proforma	655 Riverside Drive Suite 1101	Memphis, TN 38103	901-409-3352
TN	Townsend, Christian	Proforma Townsend Promotions	1779 Kirby Parkway #1-227	Memphis, TN 38138	901-870-7033

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
TN	Bosworth, Chris & Kim	On Promos, Powered by Proforma	5001 Illinois Avenue	Nashville, TN 37209	615-479-8715
TN	McGill, Mark/ McGill, Laura	Proforma Printed Images	1650 Elm Hill Pike Suite 9	Nashville, TN 37210	615-315-9300
TN	Taylor, Roger	Proforma Custom Printing Services	P.O. Box 95	Trimble, TN 38259	731-377-9890
TX	Egnal, Michel	Proforma Nitro Incentives	16515 Addison Road	Addison, TX 75001	972-407-6100
TX	Klare, George & Kimberlie	Proforma Design Management	7604 Woodland Drive	Alvardo, TX 76009	800-738-0158
TX	Cheatem, Erin & Debbie	Proforma Complete Promotions	2308 Briarwood Boulevard	Arlington, TX 76013	972-979-8556
TX	Myers, Mark	Proforma Myco Print Solutions	8305 Hwy 71 West Suite 240	Austin, TX 78735	512-789-7635
TX	Brevard, Josh & Bethany	Proforma Professional Business Solutions	8305 Bear Creek Drive	Austin, TX 78737	512-535-5780
TX	Ostos, Luis	Proforma Diversified Corporate Solutions	6800 West Gate Blvd Ste 132-474	Austin, TX 78745	512-452-4414
TX	Moya, Don/ Moya, Lorinda	Lemonade Promo powered by Proforma	2220 Turtle Mountain Bend	Austin, TX 78748	512-773-2821
TX	Carlson, Jodie / Thorman, Chris / Carlson, Jacob	Proforma Elite Texas Graphics	7962 County Road 501	Blue Ridge, TX 75424	469-301-4278
TX	Henderson, Daniel	C&C Marketing, Powered by Proforma	134 Stonegate South	Boerne, TX 78006	830-313-9393
TX	Bishop, John	Proforma Bishop Graphics	3708 East 29th Street #212	Bryan, TX 77802-3901	281-758-5752
TX	Simonetta, John	Proforma Green Marketing	2340 Trinity Mills Suite 300	Carrollton, TX 75006	866-241-7606
TX	Elliott, LeNora/ Elliott, Jamie	Proforma B.O.S.S.	1012 Kenbob Circle	Carrollton, TX 75007	214-287-4457
TX	Totah, Ted	Proforma Imaging Solutions	9 Forest Drive	College Station, TX 77840	713-468-4310
TX	Bosquez, Lynn	Proforma Total Print Source	6829 Aswan Dr	Corpus Christi, TX 78412	361-739-5625
TX	Angelini, Brenda	Proforma Angelini, Martin & Associates	11111 McCracken Lane Suite C	Cypress, TX 77429	866-730-1492
TX	Martin, Edward	Proforma Media & Print Solutions	11111 McCracken Lane Suite C	Cypress, TX 77429	866-730-1492
TX	Angelini, Brenda	Proforma Angelini + Diamond Solutions	11111 McCracken Circle Suite C	Cypress, TX 77429	866-730-1492

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
TX	Fine, Stanley	Proforma Fine	5350 McKinney Road Suite 1305	Dallas, TX 75205	972-458-1400
TX	Fechtman, Kathy & Dave	Proforma ATX	3756 Whitehall Drive	Dallas, TX 75229	214-577-2007
TX	Caldara, Chris Lynn	Proforma Divine Corporate Supply	3451 Golfing Green Dr.	Dallas, TX 75234	214-277-3380
TX	Kennedy, Sherry/ Kennedy, Tom	Proforma A-Z Specialties	214 S. Main Street Suite 102A	Duncanville, TX 75116	972-709-0015
TX	Bilgere, Carrie/ Bilgere, Mark	Proforma Select	308 Springridge Lane	Euless, TX 76039	817-714-4123
TX	Wilmoth, Richard	Proforma Infographics	11188 Marsh Wren Circle	Flint, TX 75762	903-530-6220
TX	Duckworth, Shawna	W&G POWERED BY PROFORMA	4026 Modlin Avenue	Fort Worth, TX 76107	817-229-2505
TX	Walton, Lori	Proforma DFW Marketing	3471 Wellington Rd.	Fort Worth, TX 76116	817-897-2301
TX	Kelly, Peter	FIU, powered by Proforma	8721 Malibu Street	Frisco, TX 75033	469-200-6975
TX	Brennan, Kathleen	Proforma Info Pros	1227 25th Rosenberg Street	Galveston, TX 77550	409-269-5669
TX	Funk, Dennis / Funk, Darlene	Proforma Signature Solutions	2220 Delante Street Suite C	Haltom City, TX 76117	216-398-9100
TX	Fugate, Jr., John	Proforma Right Choice Branding	3514 Jensen Drive	Houston, TX 77026	832-582-7281
TX	Fitch, Brian	My Corporate Expressions	13831 Northwest Freeway, Suite 155	Houston, TX 77040	281-807-7898
TX	Sweet, Mark	The Branding Suite powered by Proforma	1334 Brittmoore Road Suite 1000C	Houston, TX 77043	281-507-3227
TX	Bradbury, Kent/ Bradbury, Kay	Proforma Image Marketing	10207 Ivy Field Court	Houston, TX 77070	281-795-8216
TX	Jones, Devin	Proforma Gateway Solutions	134 Vintage Park Blvd Suite A #157	Houston, TX 77070	713-252-2420
TX	Tracy, Gidget	Proforma Brand Proformance	8515-U Jackrabbit Road	Houston, TX 77095	832-448-0770
TX	Sharp, Karen	Proforma Impact Promotions	7710 Cherry Park Drive Suite T-375	Houston, TX 77095	713-626-9111
TX	Spillers, Holly	Bright Box Marketing powered by Proforma	22136 Westheimer Pkwy #856	Katy, TX 77450	281-829-7138
TX	Fitzgerald, Dan	Proforma Multi-Marketing Services	4300 Cromwell Drive Suite 7109	Kyle, TX 78640	737-248-1424

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
TX	Miller, Kellie	Proforma Promotions Group	4322 Seedling Lane	Mesquite, TX 75150	214-205-7390
TX	LaDuke, Donna	Proforma LaDuke	PO Box 838	Olton, TX 79064	806-638-2240
TX	Maun, Rose / Poche, Debbiee	Promotions 'N Motion	2121 West Spring Creek Parkway Suite 103	Plano, TX 75023	972-801-9400
TX	Butler, Barbara	Proforma Promotions Remembered!!!	4309 McKavett Drive	Plano, TX 75024	972-398-0066
TX	Covell, Leslie	Proforma Extraordinary Promotions	20223 Benton Springs Lane	Richmond, TX 77407	281-762-2336
TX	Cline, Shannon & Corey	Baymare Group powered by Proforma	7136 Oaklawn Drive	San Antonio, TX 78229	210-888-4556
TX	Hanson, Sonya	Proforma Hanson Branding	19903 Park Hollow	San Antonio, TX 78259	210-437-3061
TX	Beauchamp, Teri	Proforma Wine Country	220 Leaping Holly Street	San Marcos, TX 78666	737-266-3300
TX	Birk, Brian/ Birk, Christy	East West Promotions, Powered by Proforma	353 Mary Max Circle	San Marcos, TX 78666	866-355-9669
TX	Graves, Mark/ Graves, April	Proforma BGX Marketing	P.O. Box 6689	Texarkana, TX 75505	903-832-1200
TX	McGuffey, Paige	East Texas Business Printing - Powered by Proforma	2624 Kensington Dr. Suite 102	Tyler, TX 75703	903-939-0003
TX	Butler, Susan	Proforma Executive Marketing Services	P.O. Box 132306	Tyler, TX 75713	903-839-0838
TX	Bevill, Troy	Proforma Horizon Total Source	P.O. Box 132350	Tyler, TX 75713	903-534-9999
TX	Watson, Carl/ Watson, Kim	Proforma Watsonrise Marketing Services	3406 McNeil Avenue Suite 100	Wichita Falls, TX 76308	940-592-0377
UT	Johnson, Chad	Proforma Bestway	225 E. Main	Grantsville, UT 84029	801-635-8080
UT	Bloxham, Dean/ Bloxham, Kristy	Proforma Image Products	P.O. Box 835	Lehi, UT 84043	435-752-5608
UT	Bell, Paula	Proforma Business Communications	P.O. Box 634	New Harmony, UT 84757	801-867-1867
UT	Rothchild, Jeff	Proforma Peak Printing & Promotions	1090 Center Drive Suite 29	Park City, UT 84098	435-513-0774
UT	Hill, Jake / Seegmiller, Dianne	Prismatic Branding powered by Proforma	819 E. Lizzie Lane	Saint George, UT 84790	435-313-3756
UT	Kroll, Fred	Proforma Advanced Business Solutions	2086 E. Brent Lane	Salt Lake City, UT 84121	801-944-1199

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
UT	Waters, Terry/Teresa	NVUS Design Powered by Proforma	3475 S Linden Way	Syracuse, UT 84075	801-703-5650
VA	Johnston, Lorrie/ Johnston, Sean	Proforma Johnston & Associates	211 North Union Street Suite 100	Alexandria, VA 22314	877-764-5063
VA	Palmer, Rob	Proforma Graphic Resources	112 Harmony Lane	Forest, VA 24551	434-525-7688
VA	Arntz, Larry	Arntz Promotions	2795 George Washington Memorial Highway	Hayes, VA 23072	804-642-3310
VA	Chew, Shawn	Proforma Premiere Creations	1540 Fleetwood Avenue	Norfolk, VA 23502	757-457-9714
VA	Enright, Tom	Proforma Hampton Roads	4250 Granby Street Unit 308	Norfolk, VA 23504-1128	757-708-1776
VA	Golden, Darren / Sewell, LaDonna	Proforma Stand Out Branding	3895 Old Buckingham Road	Powhatan, VA 23139	804-598-5800
VA	Cooper, Heidi	Proforma Integrated Solutions	11961 Grey Squirrel Lane	Reston, VA 20194	703-481-0409
VA	Andrews, Ryan / Bendheim IV, Sam / Harmatz, Andy	The Branding Agency Powered by Proforma	2281 Dabney Road Suite E	Richmond, VA 23230	804-278-9004
VA	Rollins, Greg	Proforma Graphic Information Services	10090 Cedar Knoll Lane	Richmond, VA 23233	804-740-7914
VA	Gora, Bruno/ Gora, Davida	Proforma Graphic Communication	2106 Stoneheather Road	Richmond, VA 23238	804-740-1465
VA	Arntz, Larry	Oryx Designs and Promotional Products	301 N. Poplar Avenue	Waynesboro, VA 22980	540-324-4026
WA	Gabriel, Ken	Genesis Branding powered by Proforma	5715 195th Street SE	Bothell, WA 98012	425-949-4060
WA	Kimble, Charles/ Zumwalt, Valya	Proforma Northwest Graphics & Marketing	22920 102nd Place W	Edmonds, WA 98020	425-328-8040
WA	Bauer, Michael	Proforma Print Management	4671 242nd Avenue SE	Issaquah, WA 98029	425-392-9308
WA	Kok, Brent	Proforma Mountainview Printing	PO Box 482	Lynden, WA 98264	360-305-1033
WA	Stedman, Jim	Proforma Business Forms & Graphics	19818 5th Avenue NW	Shoreline, WA 98177	206-546-6028
WA	Humphrey, Lori	Proforma Good Wood Marketing	3839 E. 17th Street	Spokane, WA 99223	509-534-7477
WA	Dillon, Phillip	Proforma Management Systems	400 E. Evergreen Boulevard Suite 113	Vancouver, WA 98660	360-695-9422
WI	Rappe, Dave	The Promo Agency	202 W. Lawton Street	Edgerton, WI 53534	608-884-2594

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
WI	Minten, Rick	Proforma Bay Business Resources	1615 Royal Crown Court	Green Bay, WI 54313	920-490-0709
WI	Meffert, Tim	Proforma Effective Solutions	PO Box 624	Jackson, WI 53037	262-677-8262
WI	Bridges, Brian	Proforma Advantage Systems	1123 Thornecrest Drive	Janesville, WI 53546	608-754-9980
WI	Fugate, John	Proforma Printworks	648 Sunset Drive	Janesville, WI 53548	608-756-8623
WI	Lillund, Candace	Proforma ScoutPromotions	225 E. Fairmount Avenue Suite #3	Milwaukee, WI 53217	414-659-0843
WI	Beecher, LaVonne	Safari Brand Marketing powered by Proforma	1528 Champion Court	Oconomowoc, WI 53066	262-873-0600
WI	Hensler, Debra & Luke	Proforma The Green Team	673 Mooreland Circle	Portage, WI 53901	608-408-0056
WI	Drzadinski, Jerry	Proforma Identity One	57 Russell Drive	Random Lake, WI 53075	262-268-9730
WI	Cassity, Mike / Thoss, Dave	Proforma IPG	9000 226th Court Unit 4A	Salem, WI 53168	262-843-2331
WI	Krueger, Jay	Proforma Simply Stated	N6002 Wolf River Road	Shawano, WI 54166	715-524-5335
WI	Jenson, Jeff	Next Step Brand Solutions powered by Proforma	N7931 Ridgeview Court	Sherwood, WI 54169	920-427-5282
WI	Rusk, Mike A./Rusk, Mike F./Farin-Rusk, Catherine	Proforma Technigraphics	3560 Heatherstone Ridge	Sun Prairie, WI 53590	608-354-4321
WV	Denardo, Gary	Proforma Four Seasons Solutions	33 Oxenford Road	Bluefield, WV 24701	304-887-1710
WV	Allen, Terence	Proforma Web & Print Solutions	65 Coventry Court	Washington, WV 26181	304-580-8425
Franchises in the Canada					
AB	Leong, Kin/Lim, Poh Choo	Proforma NBT	3318 - 40A Avenue	Edmonton, AB T6T 1P2	780-463-1618
BC	Carruthers, Kristy	Proforma Connect Branded Goods	101-1865 Dilworth Drive Suite 261	Kelowna, BC V1Y 9T1	250-868-8662
BC	Barclay, Gillian/ Barclay, Michael	Barclay Print & Promo, Powered by Proforma	1113 Third Avenue, #1414	Ladysmith, BC V9G 1B1	289-668-4220
BC	DeSouza, Tony	Proforma Business Forms and Promotion	6660 122nd Street	Surrey, BC V3W 3R9	604-596-6133
MB	Atamanchuk, Kristen	Proforma Pure Promotions	180-235 Vermillion Road Suite #408	Winnipeg, MB R2J 3M7	800-231-1716

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
MB	Forrest, Bill	Proforma TouchStone	23-845 Dakota Street Suite 271	Winnipeg, MB R2M 5M3	204-997-0317
MB	Shay, Grant	Proforma Print Solutions	3336 Portage Ave Suite 607	Winnipeg, MB R3K 2H9	204-296-8486
MB	Iannone, Ron	Acuity Marketing, Powered by Proforma	1479 Buffalo Place Suite 103A	Winnipeg, MB R3T 1L7	204-837-2733
MB	Markus Borchert	Proforma The Printsource	35-2855 Pembina Hwy Suite 303	Winnipeg, MB R3T 2H5	204-269-3622
ON	Boudreau, Rene	Proforma Total Graphic Solutions	6-295 Queen St. E. Suite 449	Brampton, ON L6W 4S6	905-454-7344
ON	Ferron, Donna	Proforma Creative Advertising eSolutions	2-15296 Bramalea Road	Caledon East, ON L7C 2P8	905-584-5983
ON	O'Neill, Dan/ O'Neill, Kristi	Proforma U-Want-One	77 David Street	Cambridge, ON N3C 2J1	519-220-0808
ON	Capizzano, Frank	Proforma Canada	10-225 The East Mall, #1278	Etobicoke, ON M9B 0A9	416-798-4499
ON	McDowall, Ken	Proforma Adam Promotions	10 Four Seasons Place Suite 1000	Etobicoke, ON M9B 6H7	416-977-0948
ON	Begbie, Steve	Proforma Edge Solutions	3-1750 The Queensway Suite 1304	Etobicoke, ON M9C 5H5	437-247-9742
ON	Breadner, Tim	Proforma Breadner & Co.	269 S. Service Road	Grimsby, ON L3M 1Y6	877-776-2559
ON	Narola, Vivek	Proforma Battlefield Advertising	398 Nash Road North Unit 5	Hamilton, ON L8H 7P5	905-662-1199
ON	Anderson, Sam/ Anderson, Neil	Proforma Urban Peddler Promotions	408 Nelson Street	Kingston, ON K7K 4N2	613-354-2534
ON	Gaspar, Glenda	Proforma SI Promotions	1172-A Papineau Lake Road	Maple Leaf, ON K0L 2R0	905-717-7715
ON	Underhill, Doug	Proforma Canada	8-60 Bristol Road East Suite #506	Mississauga, ON L4Z 3K8	416-520-8759
ON	Barrow, Brad	Proforma Northern Lights Promotions	551 Lakeshore Road East Suite 275	Mississauga, ON L5G 0A8	416-567-9947
ON	Sovereign, Barb	Proforma Canada Inc.	2199 Burnhamthorpe Rd. West Unit 66	Mississauga, ON L5L 5M7	905-607-8615
ON	Bunker, Michael	Proforma The SWAG Team	10 Torresdale Avenue Suite 2108	North York, ON M2R 3V8	647-352-7924
ON	McGugan, Ian	Proforma Micomm Business Solutions	46 Elm Avenue	Orangeville, ON L9W 3G4	905-586-1059
ON	David, Ryan	Abacus Strategic powered by Proforma	1549 Gregory Road	St. Catharines, ON L2R 6P9	905-321-7957

EXHIBIT C
FRANCHISES CURRENTLY IN OPERATION*
(12/31/22 Year End)

**all shown franchises are open for business*

	Franchise Owner	Proforma Name	Address	City/State/Zip	Telephone
ON	Stern, Allen	Proforma Allen Stern Marketing	63 Willowbrook Road	Thornhill, ON L3T 5K7	289-598-5040
ON	Laser, Leonard	Proforma Laser & Associates	73 Green Bush Crescent	Thornhill, ON L4J 5M6	905-709-1200
ON	Spiegelman, Grant	Admar Promotions, Powered by Proforma	2215 Steeles Avenue, West Suite 62	Toronto, ON M3J 0H9	416-650-9988
ON	Doucet, Ken	Proforma Promotions	165-55 Northfield Drive E	Waterloo, ON N2K 3T6	519-242-6076

EXHIBIT D

RECEIVABLES AND SECURITY AGREEMENT

Agreement of _____, 20____ is between PFG Ventures, L.P. (hereinafter referred to as "Franchisor") and _____ (hereinafter referred to as "Owner") and is also in favor of the Franchise Lender (as hereinafter defined).

PRELIMINARY RECITALS

A. The Franchisor and the Owner have entered into a Franchise Agreement (as hereinafter defined) which sets forth the terms of their relationship as it pertains to the "Franchised Business" (as hereinafter defined).

B. The Franchisor, pursuant to the Franchise Agreement, agrees to invoice Owner's customers, collect the Owner's Receivables (as hereinafter defined), and pay, from the Receivables so collected, the Owner's suppliers and certain other fees.

C. The Franchisor, pursuant to the Franchise Agreement, after collection of the Receivables and payment of the Owner's suppliers and other fees, remits the net proceeds to Owner.

D. From time to time, the Franchisor advances payment on your behalf to the Owner's suppliers prior to collection of the Owner's Receivables; and in order to facilitate such advances and to provide a source of working capital for Franchisor's business as well as for general corporate purposes of the Franchisor, the Franchisor borrows and reborrows money from the Franchise Lender. As a material inducement for making loan(s) to Franchisor, Franchise Lender requires the pledging by Owner of its Receivables from the Franchised Business to secure the Franchise Lender Debt (as hereinafter defined).

E. The purpose of this Agreement is to facilitate the prompt payment of the Owner's suppliers.

In consideration of the foregoing, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Advances" means payment or advances made by Franchisor from time to time on behalf of Owner to Owner's suppliers prior to the collection of Owner's Receivables and shall include any prompt pay discounts taken by Franchisor in connection with such payments or advances.

"Franchise Agreement" means that certain Franchise Agreement dated _____, 20____, between Franchisor and Owner and related agreements, as amended, supplemented, extended or renewed.

"Franchised Business" means those activities conducted by Owner in association with the name "Proforma" or otherwise directly related to the use of the Proforma Systems as provided for under the Franchise Agreement, as well as all activities carried on by Owner, its successors and assigns following the termination or expiration of the Franchise Agreement.

"Franchise Debt" means any and all indebtedness, fees and other obligations owing from time to time by the Owner to Franchisor under this Agreement or the Franchise Agreement.

"Franchise Lender" means U.S. Bank, National Association, or its successors or assigns, or any substitute financial lending institution designated from time to time by Franchisor.

"Franchise Lender Debt" means any and all indebtedness and obligations owing from time to time by Franchisor to Franchise Lender under loan documents, as amended, supplemented, extended, renewed or restated from time to time.

“Net Proceeds” means the proceeds of the Owner’s Receivables attributed to the Franchised Business actually collected by the Franchisor.

“Receivables” means all of the Owner’s present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements, inventory and other forms of obligations to the Owner now existing or hereafter arising out of or acquired in the course of operating the Franchised Business, both during its term and following its cancellation or expiration together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds and returned and repossessed inventory; provided; however, said term shall not include any receivables generated by the Owner from activities unrelated to the Proforma System or generated from or attributed to gains from the sale of assets, rents, royalties, interest, dividends or other passive activity. The fact that Owner conducts its business in violations of the Franchise Agreement or continues to conduct such business following the termination or expiration of the Franchise Agreement shall not exclude such receivables from this definition.

2. To secure the payment and performance of the Franchise Debt and the Franchise Lender Debt, the Owner hereby grants to the Franchisor and the Franchise Lender, respectively, a security interest in the Receivables owned by the Owner; provided, however, that nothing herein shall be deemed to limit or impair Owner’s rights to receive payments from Franchisor as required under Section 5 of this Agreement. The security interest granted by the Owner to Franchisor shall be subordinated to the security interest granted by the Owner to the Franchise Lender. Owner acknowledges that Franchisor has assigned and granted to Franchise Lender a security interest in all of Franchisor’s rights in the Receivables to secure payment of the Franchise Lender Debt.

3. The Owner will not, for the term of this Agreement, sell, transfer, pledge, create a security interest in, or hypothecate any of the Receivables to any person, firm or corporation other than the Franchisor and the Franchise Lender. The Owner warrants and covenants that the Receivables are and will remain free and clear of all liens, claims and encumbrances whatsoever, except for those granted to the Franchisor and the Franchise Lender.

4. Subject to the rights of the Franchise Lender as set forth in this Agreement, the Owner will and does hereby sell and the Franchisor will and does hereby buy, at the gross invoice amount, but subject to actual collection, all of the Owner’s Receivables. All such Receivables shall be owned by and payable directly to the Franchisor, and the Owner hereby assigns and transfers to the Franchisor all of its right, title, and interest in and to all of the Owner’s Receivables, and will upon the Franchisor’s request, execute and deliver to the Franchisor, in confirmation of its title thereto, a detailed assignment of the Owner’s Receivables in a manner and form satisfactory to the Franchisor. The Franchisor shall have the right to give notice of this assignment to the Owner’s customer and to bring all proceedings for collection in its name and to exercise the Owner’s right of stoppage in transit, replevin, and reclamation. The Owner agrees, should any remittance be made direct to the Owner, to receive it in trust for the Franchisor, as the property of the Franchisor, and to immediately turn over to the Franchisor the identical check or other form of payment so received, and the Owner hereby irrevocably appoints the Franchisor, or any person designated by the Franchisor, its true and lawful attorney-in-fact, and to endorse the name of the Owner on any notes, acceptances, checks, drafts, money orders, or other remittances, to endorse the name of the Owner on any invoice, freight, or express bill or bill of lading, storage receipt, warehouse receipt, or other instrument or document in respect to the Receivables, to sign the name of the Owner to drafts against the Owner, assignments, or verifications of the Receivables and notices to the Owner’s customers, to change the post office address of the Owner in the event the Owner ceases business from bankruptcy or otherwise, or breaches this Agreement, or breaches or terminates the Franchise Agreement, or if for any reason the Franchisor feels insecure, and to do all other acts and things necessary to carry out the intent of this Agreement. The authority herein granted the Franchisor shall remain in full force and effect for so long as this Agreement shall remain in force and until all of the Receivables transferred to the Franchisor have been paid in full.

5. As payment for the Receivables, the Franchisor shall remit to the Owner, the Net Proceeds of the Receivables upon collection by the Franchisor less Advance payments made on your behalf due to the Owner’s suppliers, and less fees due the Franchisor pursuant to the Franchise Agreement. To the extent there is money due the Owner, payments shall be issued to the Owner by the Franchisor on the 15th day of the month and the last day

of the month. If either the 15th day or the last day of the month occurs on a weekend or holiday the payment will be issued on the following business day. If the Franchisor has made Advances to or on behalf of the Owner in excess of the amount it has collected on the Receivables, the Owner shall pay the Franchisor the difference out of the next payment due to the Owner as described above. In collecting the Receivables, the Franchisor shall be obligated only to do the following:

- a) Bill the Owner's customers;
- b) Contact customers who have not paid within 30 days of the invoice billing date; and
- c) Consult with Owner on choosing a collection agency.

The Franchisor agrees not to file suit for collection of a Receivable from a customer of the Owner without first obtaining written approval from the Owner.

6. Nothing herein shall be construed as to create an obligation on the part of the Franchisor to make Advances on behalf of the Owner. Any Advances made by the Franchisor on behalf of the Owner will be at the discretion of the Franchisor.

7. The Franchisor shall have the right in good faith to settle or adjust all disputes or claims directly with the Owner's customer with respect to the Receivables and to compromise or extend the time of payment for the Receivables on such terms and conditions as the Franchisor may determine without affecting the liability of the Owner hereunder. The waiver by the Franchisor of any breach of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach. The failure to exercise any rights and remedies herein provided are cumulative.

8. Upon the event of the termination of the Franchise Agreement, the Franchisor shall purchase the Franchised Business' remaining Receivables. This Agreement shall remain in full force and effect during the term of the Franchise Agreement and thereafter until: (a) the Franchise Debt and the Franchise Lender Debt shall have been fully and indefeasibly satisfied and paid in full; and (b) Owner has satisfied all other obligations to Franchisor.

Upon termination of this Agreement, any Receivables not collected by the Franchisor shall be assigned back to the Owner, provided the Franchisor has obtained the permission of the Franchise Lender.

9. Upon the request of Franchisor or the Franchise Lender, Owner agrees to execute and deliver to the Franchisor and the Franchise Lender any and all additional instruments or documents, including without limiting the generality of the foregoing, security agreements, financing statements and other documents related hereto or required for the perfection or modification of security interests granted herein, and to do all things which the Franchisor or the Franchise Lender from time to time may deem necessary or convenient to carry into effect the provisions of this Agreement. Owner hereby agrees to execute an agreement in substantially the same form as this Agreement to any successor or replacement Franchise Lender and that this provision is for the benefit of Franchisor and Franchise Lender. Owner hereby constitutes and appoints Franchisor as its designated agent and Owner's attorney-in-fact to execute on behalf of Owner any and all security agreement(s), financing statements or other documents as authorized hereunder, which appointment, being coupled with an interest, shall be irrevocable during the term of this Agreement.

10. This Agreement may not be altered or amended except with the written consent of each of the parties. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, and successors of the parties hereto.

11. A default hereunder shall be deemed to have occurred if Franchisor shall be in default in the payment or performance of any Franchise Lender Debt or if Owner shall be in default in the payment or performance of any Franchise Debt. Upon such default, Franchise Lender and Franchisor may exercise any and all rights and remedies available under the Uniform Commercial Code and applicable laws. Except as otherwise set forth in the Franchise Agreement, Owner waives notice of granting of any loans or Franchise Lender Debt to Franchisor, acceptance of this Agreement by Franchise Lender, presentment, demand for payment and notice of dishonor or default and any other notice to which Owner might, but for this waiver, be entitled.

12. Any notice pursuant to this Agreement shall be sent to the parties hereto at the following addresses, unless previously changed in writing, in person or by registered or certified mail:

Franchisor: PFG Ventures, L.P.
8800 East Pleasant Valley Road
Cleveland, Ohio 44131

Owner: _____
d/b/a _____

Franchise Lender: U.S. Bank, National Association
1350 Euclid Avenue, Suite 211
Cleveland, Ohio 44115

13. This Agreement and the rights, obligations, and duties of each of the parties hereto shall be construed according to the laws of the State of Ohio.

14. Wherever in this Agreement the context so requires, the singular shall include the plural.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on _____,
20____.

Franchisor:
PFG Ventures, L.P.

By: _____
Douglas A. Kordel
Its: President and Chief Legal Officer

Franchise Owner:

d/b/a

By: _____
Its: Owner

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. **COLLATERAL:** This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION** (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. **OPTIONAL FILER REFERENCE DATA:**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR
6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

EXHIBIT E

PFG VENTURES, L.P. MASTER SOFTWARE AGREEMENT

THIS MASTER SOFTWARE AGREEMENT ("AGREEMENT"), DATED _____, IS ONLY BETWEEN PFG VENTURES, L.P. D/B/A PROFORMA ("PROFORMA") AND THE FRANCHISEE ("LICENSEE") TO WHICH THE BETA RELEASE UNDER A BETA LICENSE, THE BETA SAAS SERVICE UNDER A BETA SAAS SUBSCRIPTION, THE LICENSED SYSTEM UNDER A PRODUCTION LICENSE, OR THE PRODUCTION SAAS SERVICE UNDER A PRODUCTION SAAS SUBSCRIPTION (EACH AS DEFINED BELOW) IS PROVIDED. BY ACCEPTING THIS AGREEMENT, OR BY ACCESSING, DOWNLOADING, INSTALLING, IMPLEMENTING, COPYING OR USING A BETA RELEASE, THE BETA SAAS SERVICE, LICENSED SYSTEM, OR THE PRODUCTION SAAS SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE AGREEMENT, THEN DO NOT USE A BETA RELEASE, THE BETA SAAS SERVICE, LICENSED SYSTEM, OR THE PRODUCTION SAAS SERVICE. THIS AGREEMENT SUPERSEDES ANY AND ALL EXISTING AGREEMENTS, ARRANGEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, BETWEEN THE PARTIES WITH RESPECT TO A BETA RELEASE, THE BETA SAAS SERVICE, LICENSED SYSTEM, OR THE PRODUCTION SAAS SERVICE.

A. Proforma owns or licenses the following software systems: ProVision software system; ProOffice software system; ProStar software system, ProStores e-commerce software system/platform ("ProStores") including, without limitation, all associated computer software (the "Software"), and all media, printed materials, and "online" or electronic documentation related thereto, all modifications, enhancements, improvements, and updates thereto, all derivative works thereof, all future software developed by Proforma and made available to Licensee, and all training materials related thereto (the Software and all of the foregoing items are referred to collectively, the "Licensed System").

B. Proforma desires to provide to Licensee the right to access and use the Licensed System and any future software systems owned or developed by Proforma, and Licensee desires to obtain such right, pursuant to the terms of this Agreement.

C. Access to and use of the Licensed System will be provided either in beta (i.e., test) form or production form, and either on an installed basis or a remotely hosted software as a service ("SaaS") basis, as set forth in this Agreement.

D. The Licensed System is available through Proforma only. Proforma provides to Licensee the right to Licensee and the Licensee Related Parties to access and use the Licensed System pursuant to this Agreement. The right to access and use the Licensed System is subject to acceptance of this Agreement by a Licensee and the terms and conditions set forth herein.

E. The Licensed System is protected by applicable federal, state, local and foreign laws, rules, regulations and treaties, including, without limitation, United States, foreign copyright laws, and international copyright treaties.

NOW, THEREFORE, in exchange for the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Licensee and Proforma agree as follows:

1. Definitions.

A. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Licensee entity signing this Agreement. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

B. "Franchise Agreement" means that certain PFG Ventures, L.P. Franchise Agreement (as the same

may have been amended, modified, changed or restated) executed between PFG Ventures, L.P. and the Licensee or Licensee's owners, affiliates, or related entities.

C. "Licensee Related Party" means any person authorized by Licensee to access and use the Licensed System or for whom a subscription to the Service has been procured by Licensee pursuant to the terms of this Agreement.

D. "Beta License" has the meaning set forth in Section 2 below.

E. "Beta SaaS Service" means the provision of access to and use of the Beta Version, or elements thereof, on a SaaS basis, as more specifically set forth in Section 2.A. below.

F. "Beta SaaS Service Subscription" has the meaning set forth in Section 2.A. below.

G. "Beta Version" means a release of the Licensed System in "beta," "trial," "pilot," "developer preview," "non-production," "free trial," or "evaluation" form provided or made accessible under Section 2 below.

H. "Data" means all electronic data, content, information, and material (including all text, sound, and image files) submitted, provided, transmitted, created, stored, processed, or derived by or on behalf of Licensee or its personnel, customers, agents, or subcontractors in the course of using the Service (including Personal Information and any access credentials (usernames and passwords) of Licensee's personnel that are stored with Proforma), and all statistical, analytical, and usage data or information created or derived from Licensee's or its personnel's use of the Service. "Personal Information" means any information relating to an identified or identifiable natural person that Proforma acquires from or on behalf of Licensee, or any of its personnel or agents, in connection with the provision of Service under this Agreement, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, electronic, physiological, mental, economic, cultural or social identity.

I. "Documentation" means Proforma's privacy policies, terms of use, user guides and other end user documentation for the Service available on the online help feature of the Service, as may be updated by Proforma from time to time including without limitation the materials made available by Proforma.

J. "Production License" means has the meaning set forth in Section 3.A. below.

K. "Production SaaS Service" has the meaning set forth in Section 4.A. below.

L. "Production SaaS Subscription" has the meaning set forth in Section 4.A. below.

M. "Production Version" means a release of the Licensed System in production form (i.e., in form for use in a live production environment and not in "beta," "trial," "pilot," "developer preview," "non-production," "free trial," or "evaluation" form) provided or made accessible under Sections 3 or 4 below.

N. "Service" means the Beta SaaS Service and/or the Production SaaS Service.

O. "Users" means individuals or entities who are authorized by Licensee to use a Beta Version under a Beta License, the Beta SaaS Service under a Beta SaaS Subscription, the Licensed System under a Production License, or the Production SaaS Service under a Production SaaS Subscription. Users may include, for example, Licensee's and Licensee's Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Licensee does business.

2. Beta License.

A. Grant. If Licensee registers for a Beta License or subscribes for Beta SaaS Service (a "Beta SaaS Subscription"), and on Proforma's acceptance of such registration or subscription (which Proforma may accept or reject in its discretion,) Proforma will make the most recent release of the Beta Version available to Licensee on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Licensee registered to use the applicable Beta Version, or (b) the start date of any Production License or Production SaaS Service subscription purchased by Licensee for the Licensed System (the "Beta License Period"). Under a Beta License or Beta Subscription, during

the Beta License Period, and subject to all other applicable terms and conditions set for in this Agreement, Proforma grants Licensee a limited, revocable, non-transferable, non-exclusive license (the "Beta License") to install within Licensee's owned and controlled operating environment and use (in the case of a Beta License), or access and use on a hosted basis (i.e., hosted by Proforma or a third party selected by Proforma) solely for Licensee's internal business purposes (in the case of a Beta Subscription), the applicable Beta Version solely for Licensee's internal business purposes and solely to allow Licensee to test the functionality of the Beta Version during the Beta License Period. Under the Beta License, a Beta Version will be provided to Licensee for installation by Licensee within its owned and controlled operating environment (i.e., for installation and use by Licensee in Licensee's operating environment). Under a Beta SaaS Subscription, a Beta Version will be provided on a SaaS basis (i.e., hosted by Proforma or a third party hosting vendor selected by Proforma). Notwithstanding anything to the contrary in this Agreement, during the Beta License Period, the Beta Version is provided "AS IS" without any representation or warranty. Licensee agrees to comply with, and cause Licensee's and its Affiliates' respective employees, agents, contractors, employees, Users, and their respective representatives, successors and assigns (Licensee and such persons or entities are referred to individually, a "Licensee Related Party", and collectively, "Licensee Related Parties") of a Beta Version to comply with this Agreement and the Documentation related to the Beta License and the Beta SaaS Service. In the event of a breach of this Agreement or failure to comply with the Documentation, related to the Beta License or the Beta SaaS Service, Proforma may terminate the Beta License or Beta SaaS Subscription without penalty immediately and without notice. Notwithstanding anything to the contrary contained in this Agreement, a Beta License will terminate upon the date on which the Beta License or Beta SaaS Subscription expires, is terminated, or is revoked by Proforma as permitted under this Agreement.

- B. Use of Licensed System under Beta License. Licensee's use of a Beta Version or Beta SaaS Service under the Beta License or Beta SaaS Subscription shall be subject to all use restrictions applicable to the Licensed System, the Production License, the Production Version, and/or the Production SaaS Service as well as any additional terms specified by Proforma. Licensee acknowledges that a Beta Version may not be complete or fully functional and may contain bugs, errors, omissions and other problems. Proforma provides all Beta Versions "AS IS" without any support, warranty, maintenance, error correction or other obligation of any kind. Proforma may revoke the Beta License or the Beta Subscription at any time without incurring any liability, and does not guarantee that future Beta Versions will be made available under the same commercial or other terms. This Section 2 shall apply to all Beta Versions notwithstanding anything to the contrary herein and regardless of whether such Beta Versions are provided on an installed basis or as a Beta SaaS Service.
- C. Licensee's Evaluation. In consideration for receiving access to a Beta Version hereunder for testing, Licensee agrees to serve as a "beta site" and will notify Proforma of all problems and ideas (in the form and format as determined by Proforma) for enhancements which come to Licensee's attention during the Beta License Period or Beta Subscription, and hereby assigns to Proforma all right, title and interest to such enhancements and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.
- D. Provision of Information. Licensee, during and upon completion of its test of a Beta Version agrees to provide to Proforma material, statistics, or information for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Proforma. Licensee will provide a quote and/or case study to Proforma that may be used in a press release. Licensee will be available for reference phone calls to be scheduled at their convenience and in an amount not to exceed two hours in any given calendar week.

3. Production License.

- A. Production License. If Licensee registers for a Production License and on Proforma's acceptance of such registration (which Proforma may accept or reject in its discretion,) Proforma will grant to Licensee a limited, revocable, non-transferable, non-exclusive license to install within Licensee's owned and controlled operating environment and use a Production Version solely for Licensee's internal business purposes during the Production License Term ("Production License"). Under the Production License, a Production Version will be provided to Licensee for installation by Licensee

within its owned and controlled operating environment (i.e., for installation and use by Licensee in Licensee's operating environment). The term of a Production License shall be one (1) year commencing on the date that Proforma accepts Licensee's registration and expiring on the first anniversary thereafter (the "Initial Production License Term"). The Initial Production License Term shall renew automatically for additional one (1) year (each, a "Renewal Production License Period") unless terminated by Proforma by notice to Licensee prior to the commencement of a Renewal Production License Period. The Initial Production License Term and all Renewal Production License Periods are referred to collectively as the "Production License Term". Notwithstanding anything to the contrary in this Agreement, during the Production License Term, the Production Version is provided "AS IS" without any representation or warranty. Licensee agrees to comply with, and cause all Licensee Related Parties to comply with, the Documentation related to the Production License. If a breach of this Agreement or a failure to comply with the Documentation occurs, Proforma may terminate the Production License without penalty immediately and without notice. Notwithstanding anything to the contrary contained in this Agreement, a Production License will terminate upon the date on which the Production License expires, is terminated, or is revoked by Proforma as permitted under this Agreement.

- B. Use of Licensed System under Production License. Licensee's use of the Production Version under the Production License shall be subject to all use restrictions applicable to the Production Version and the Licensed System as well as any additional terms specified by Proforma. Licensee acknowledges that the Production Version and Licensed System may contain bugs, errors, omissions and other problems. Proforma provides the Production Version "AS IS" without any support, warranty, maintenance, error correction or other obligation of any kind. Licensee has independently verified, without relying upon any skill or judgment of Proforma that the Production Version is appropriate for the purposes for which Licensee intends to use it. All decisions, judgments and advice made by Licensee with the assistance or use of the Production Version are exclusively Licensee's responsibility. Licensee will indemnify, hold harmless, and defend Proforma from and against any claims, costs, expenses or lawsuits, including attorneys' fees, which arise from or result from or relate to Licensee's or any other Licensee Related Party's use of the Production Version.
- C. Provision of Information. Licensee, during and upon the termination or expiration of a Production License agrees to provide to Proforma material, statistics, or information for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Proforma. Licensee will provide a quote and/or case study to Proforma that may be used in a press release. Licensee will be available for reference phone calls to be scheduled at their convenience and in an amount not to exceed two hours in any given calendar week.

4. Production SaaS Service.

- A. If Licensee subscribes for Production SaaS Service ("Production SaaS Subscription"), and on Proforma's acceptance of such subscription (which Proforma may accept or reject in its discretion,) Proforma will grant to Licensee a limited, revocable, non-transferable, non-exclusive license to access and use a Production Version on a hosted basis (i.e., hosted by Proforma or a third party selected by Proforma) solely for Licensee's internal business purposes during the Production SaaS Service Term ("Production SaaS Service"). The term of a Production SaaS Service shall be one (1) year commencing on the date that Proforma accepts Licensee's registration and expiring on the first anniversary thereafter (the "Initial Production SaaS Service Term"). The Initial Production SaaS Service Term shall renew automatically for additional one (1) year (each, a "Renewal Production SaaS Service Period") unless terminated by Proforma by notice to Licensee prior to the commencement of a Renewal Production SaaS Service Period may be renewed for additional periods by mutual written agreement of Licensee and Proforma (each, a "Renewal Production SaaS Service Period"). The Initial Production SaaS Service Term and all Renewal Production SaaS Periods are referred to collectively as the "Production SaaS Service Term". Notwithstanding anything to the contrary in this Agreement, during the Production SaaS Service Term, the Production SaaS Service is provided "AS IS" without any representation or warranty. Licensee agrees to comply with, and cause all Licensee Related Parties to comply with, the Documentation related to the Production SaaS Service. If a breach of this Agreement or a failure to comply with the Documentation occurs, Proforma may terminate the Production SaaS Subscription without penalty immediately and without notice. Notwithstanding anything to the contrary contained in this Agreement, a Production SaaS Subscription will terminate upon the date on which the Production

SaaS Service expires, is terminated, or is revoked by Proforma as permitted under this Agreement.

- B. Use of Production SaaS Service. Licensee's use of the Production Version under the Production SaaS Subscription shall be subject to all use restrictions applicable to the Production Version and the Licensed System as well as any additional terms specified by Proforma. Licensee acknowledges that the Production Version and the Licensed System may contain bugs, errors, omissions and other problems. Proforma provides the Production SaaS Service "AS IS" without any support, warranty, maintenance, error correction or other obligation of any kind. Licensee has independently verified, without relying upon any skill or judgment of Proforma that the Production SaaS Service is appropriate for the purposes for which Licensee intends to use it. All decisions, judgments and advice made by Licensee with the assistance or use of the Production SaaS Service are exclusively Licensee's responsibility. Licensee will indemnify, hold harmless, and defend Proforma from and against any claims, costs, expenses or lawsuits, including attorneys' fees, which arise from or result from or relate to Licensee's or any other Licensee Related Party's use of the Production SaaS Service.
- C. Provision of Information. Licensee, during and upon the termination or expiration of a Production SaaS Subscription agrees to provide to Proforma material, statistics, or for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Proforma. Licensee will provide a quote and/or case study to Proforma that may be used in a press release. Licensee will be available for reference phone calls to be scheduled at their convenience and in an amount not to exceed two hours in any given calendar week.

5. No Other Services. Except for certain support services provided by Proforma with respect to ProStores, and except as expressly set forth in this Agreement, Proforma will provide no other services with regard to any Beta Version, Beta License, the Beta SaaS Service, Production Version, the Production License, the Production SaaS Service and/or the Licensed System.

6. Restrictions. Licensee expressly agrees that it will not (and shall cause all Licensee Related Parties to not):

- A. copy, use or exploit the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System other than as permitted by this Agreement;
- B. modify, change, alter, translate, create derivative works from, produce a source listing, decompile, disassemble, or otherwise reverse engineer, the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, or attempt to do the same or assist another in the same;
- C. use the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System to provide data processing services, commercial timesharing, rental, service bureau or any similar sharing arrangement for a third party;
- D. interfere, or attempt to interfere, with the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System in any way;
- E. engage in any fraudulent, illegal or unauthorized use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System;
- F. introduce into or transmit through the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System any virus, worm, trap door, back door, timer, clock, counter or other harmful or limiting routine, instruction or design;
- G. copy, distribute, sublicense, transfer, modify, create any derivative work based on, re-sell, rent, lease, lend, permit third-party access to, or service bureau, sublicense or otherwise transfer rights or assign the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System or any portion or copy of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, to any third party;
- H. use, or permit any third party to use, the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System for the purpose of developing, selling, distributing, or sublicensing vice that competes therewith;
- I. remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System;
- J. upload or submit to any Beta Version, Beta SaaS Service, Production Version, Production SaaS

- Service, or Licensed System any inappropriate, obscene, or illegal Licensee Data (defined below), materials or content;
- K. disclose, provide, or provide access to any Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System to anyone other than an employee of Licensee without Proforma's express written approval with the provision that the customers of Licensee may be permitted to access Proforma's Customer Portal without prior approval;
 - L. abuse or misuse the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System (which shall be determined by Proforma in its sole discretion).
 - M. make critical, negative or disparaging remarks about the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System.

7. Non-Exclusivity. Licensee acknowledges and agrees that Proforma will provide access to and use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System to multiple Proforma customers and that the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, and all licenses and rights granted to Licensee or any other Licensee Related Party under this Agreement, are non-exclusive and non-transferable by Licensee or such Licensee Related Party.

8. Accessibility. The parties acknowledge that since the Internet is neither owned nor controlled by any one entity, Proforma makes no guarantees that any Licensee or any other Licensee Related Party will be able to access the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System at any given time, and Proforma will not be liable to Licensee for failure of accessibility to the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System.

9. Ownership.

- A. The Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System are owned by (or licensed by) Proforma and are protected by United States, foreign and international laws and treaties. Licensee is not granted or transferred any ownership right, title, or interest, nor any security interest or other interest, in any intellectual property rights relating to any part of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, but only the limited rights set forth in this Agreement and subject to the restrictions set forth in this Agreement. Further, Proforma will own all right, title and interest to all Data, information or other material that Licensee or any other Licensee Related Party submits in the course of using a Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System ("Licensee Data"); provided, that, Proforma shall not under any circumstances own any right, title or interest in or to any Licensee Data, material, or content uploaded or submitted in violation of Section 6.J.; provided, further, that Licensee, and not Proforma, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Licensee Data, and Proforma will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Licensee Data. Licensee hereby assigns, and will cause all other Licensee Related Parties to assign, to Proforma all right, title and interest in and to all Licensee Data, and Licensee will take all actions and execute and deliver to Proforma all documents and instruments requested by Proforma, and cause all other Licensee Related Parties to take all actions and execute and deliver to Proforma all documents and instruments requested by Proforma, necessary to assign, transfer and vest in Proforma ownership of all right, title and interest in and to the Licensee Data. Proforma reserves the right to withhold, remove or discard Licensee Data without notice upon termination of this Agreement due to any breach of this Agreement or the Franchise Agreement by Licensee, including Licensee's non-payment of any amounts due and owing to Proforma under any agreement or arrangement. Upon termination, Licensee's right to access or use Licensee Data immediately ceases, and Proforma will have no obligation to maintain or forward any Licensee Data. The Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System is the intellectual property of Proforma. The structure, design, organization and code of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System are the exclusive property, valuable trade secrets and confidential information of Proforma and title thereto shall at all times remain with Proforma. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, or any component or element thereof, and all rights not expressly granted to Licensee under this Agreement are reserved to and retained by Proforma. Notwithstanding anything contained in this Agreement to the contrary, Proforma reserves

the right to make, available, distribute or release the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System under different license terms or to stop distributing, making available or releasing the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System at any time in its sole discretion. Licensee represents, warrants and covenants to Proforma that Licensee's use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System does not and shall not infringe or violate the intellectual property (i.e., patent, copyright, trademark or trade secret), proprietary or other rights of any third party).

- B. Proforma shall further own and have the unrestricted right to use or incorporate into the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other Licensee Related Parties relating to the features, functionality or operation of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, specifically excluding Licensee Confidential Information and Licensee Data ("Feedback"). Proforma shall have no obligation to use Feedback, and, except as otherwise provided for herein, Licensee shall have no obligation to provide Feedback.
- C. Proforma owns the statistical usage data derived from the operation of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, including data regarding web applications utilized in connection with the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System, configurations, log data, and the performance results for the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System ("Usage Data"). Nothing herein shall be construed as prohibiting Proforma from utilizing the Usage Data to optimize and improve the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System or otherwise operate Proforma's business.

10. Term & Termination.

- A. Term. This Agreement will commence on the Effective Date and continue in full force from the Effective Date until the last to expire, terminate, or be revoked of the Beta License Period, Production License Term, the Beta SaaS Subscription, or the Production SaaS Service Term (the "Term") unless earlier terminated in accordance with the terms of this Agreement.
- B. Termination/Suspension. Without prejudice to any other rights of termination or revocation set forth in this Agreement or under applicable law, Proforma may terminate this Agreement, in whole or in part (including denial of access to and use of any Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System to any Licensee Related Party) immediately upon delivery of written notice of termination to Licensee if Licensee or any other Licensee Related Party fails to comply with the any of the terms and conditions of this Agreement, the Documentation, the Franchise Agreement or any other agreement between Licensee and Proforma. Additionally, Proforma may terminate this Agreement immediately upon delivery of written notice of termination to Licensee after a receiver has been appointed in respect of the whole or a substantial part of Licensee's assets or a petition in bankruptcy or for liquidation filed by or against Licensee which petition is not dismissed within sixty (60) days following its initiation. Additionally, either party may terminate this Agreement, in whole or in part, for convenience by providing to the other party with notice of termination not less than thirty (30) days prior to the effective date of termination.
- C. Effect of Termination. In the event of the termination or expiration of this Agreement or any other agreement between the parties, the license and other rights granted to Licensee and all other Licensee Related Parties hereunder shall terminate and Licensee shall immediately cease, and shall cause all other Licensee Related Parties to cease, accessing and using the Beta Version, the Beta SaaS Service, the Production Version, the Production SaaS Service, and the Licensed System. Termination or expiration of this Agreement shall be without prejudice to any other right or remedy to which Proforma may be entitled under this Agreement or applicable law. Termination or expiration of this Agreement shall not relieve Licensee from its obligations arising hereunder before termination or expiration of this Agreement or which survive termination or expiration of this Agreement.

11. Fees, Taxes and Payment.

- A. Fees. Licensee will pay the license and/or subscription fees for the Production License and/or the Production SaaS Service, and other related fees, if applicable, as set forth on Exhibit A attached to this Agreement and incorporated herein (the “Fees”). All Fees shall be due and payable by Licensee to Proforma within thirty (30) days following the date of Proforma’s invoice therefor. Proforma may modify its the Fees for any Renewal Production License Period or any Renewal Production SaaS Service Period upon notice to Licensee prior to the end of the then-current Production License Term or Production SaaS Service Term. Fees not paid when due and payable hereunder shall be subject to a later fee at the rate of the lesser of (i) 1 ½ percent per month, or (ii) the maximum amount permitted under applicable law, on the unpaid balance of Fees due and payable hereunder until such balance is paid in full, and if applicable, such late fee shall be paid together with Licensee’s payment of Fees hereunder.
- B. Taxes. Licensee will pay or reimburse Proforma for all sales, use, transfer, privilege, excise and all other taxes and all duties, whether international, national, state or local, however designated, that are levied or imposed by reason of the performance by Proforma under this Agreement, excluding, however, income taxes on net Proforma’s net income.
- C. Payments Nonrefundable. All payment obligations are non-cancelable, and all amounts paid are nonrefundable. Licensee is responsible for paying for all Fees for the entire duration of the Term, whether or not such licenses or other rights granted under this Agreement are actively used.

12. Licensee Responsibilities.

- A. Data Accuracy. Licensee is solely responsible for the accuracy of all Licensee Data entered into the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System.
- B. Storage, Backup & Retrieval. Licensee is responsible for all storage, backup and retrieval of Licensee Data.
- C. Compliance with Laws. Licensee will use the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System in compliance with all applicable laws including, without limitation, United States copyright and export laws.
- D. Connectivity. Licensee is responsible for, and must provide, all telephones, telecommunications connections, computers, hardware and software equipment and services necessary to access the Internet and the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System. Proforma gives no assurance that Licensee’s equipment will be compatible with the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System.
- E. Administration. Licensee is responsible for any and all damages, costs and expenses incurred through the use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System by Licensee and all other Licensee Related Parties and for ensuring that Licensee and all other Licensee Related Parties will:
 - (i) be accountable for the issuance, security and use of such user’s logon identifier and password (if any);
 - (ii) not disclose such logon identifier and password (if any) to any person or entity;
 - (iii) not permit any other person or entity to use his or her logon identifier and password (if any);
 - (iv) use the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System consistent with the Documentation and all assigned business rules; and
 - (v) use the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System in accordance with the terms and conditions of this Agreement.

Additionally, Licensee shall provide Proforma written notice of the termination of an Authorized User within 24 hours of such termination.

- F. Cooperation. Licensee will provide Proforma with such time and attention of qualified Licensee personnel and such access to Licensee's facilities and Licensee's systems and will take such site preparation steps as may be necessary or appropriate to enable Proforma to provide the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, or Licensed System to Licensee under this Agreement.
- G. Use. Licensee is responsible for all of its and its Licensee Related Parties' activities conducted under or related to this Agreement including, without limitation, Licensee's and its Licensee Related Parties' logins for the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System. Licensee shall use the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System in compliance with applicable law and shall not: (i) make them available to anyone other than its Licensee Related Parties, except as expressly permitted under this Agreement; (ii) send or store in the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) knowingly send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System or the data contained therein; (v) access the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System for the purpose of building a competitive product or service or copying its features or user interface; or (vi) delete, alter, add to or fail to reproduce in and on the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System any copyright or other notices appearing in or on the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System or which may be required by Proforma at any time. Any use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System in material breach of this Agreement by Licensee or Licensee Related Parties that in Proforma's reasonable judgment materially threatens the security, integrity or availability of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and the Licensed System, may result in Proforma's immediate suspension of this Agreement.

13. Warranties.

- A. Licensee's Representations and Warranties. Licensee represents and warrants to Proforma that:
- (i) Licensee has the authority to enter into this Agreement and perform its obligations under this Agreement;
 - (ii) Licensee and all other Licensee Related Parties will only use the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and Licensed System for lawful purposes and will not violate any law of any country or the intellectual property rights of any third party;
 - (iii) Licensee will provide all reasonable assistance to Proforma in providing the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and Licensed System set forth hereunder; and should Licensee receive notice of any claim regarding the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and Licensed System, Licensee will promptly provide Proforma with a written notice of such claim;
 - (iv) Licensee is solely responsible for errors or losses due to use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and Licensed System by Licensee and all other Licensee Related Parties;
 - (v) Licensee is solely responsible for tracking and paying commissions to its employees, agents, and contractors;
 - (vi) Licensee is solely responsible for validating and calculating costs and taxes in the system, whether or not the costs or taxes are provided by the system;
 - (vii) Proforma cannot and does not guarantee the accuracy and/or completeness of any data in the system, including, but not limited to, any data provided or entered by Licensee, Proforma, or a third party;

- (viii) Licensee is solely responsible for any actions, omissions, or errors performed by Licensee and all other Licensee Related Parties;
- (ix) Licensee is solely responsible for maintaining any records, including those required income or sales tax audits and the Licensed System shall not be relied on as an archive of records;
- (x) Proforma cannot and does not guarantee the accuracy, completeness, and/or integrity of the results of integrating with any third-party vendors, including, but not limited to vendors in Proforma's ProFreight program;
- (xi) Licensee is solely responsible for all cross-currency transactions and the corresponding exchange risks associated thereto; and
- (xii) Licensee understands, acknowledges, and agrees that the Licensed System may connect to third-party platforms or systems and Licensee hereby grants consent for Licensee's information to be exchanged, shared or provided to such other third-party platforms or systems.

B. Proforma's Representation and Warranty. Proforma warrants that Proforma has the authority to enter into this Agreement and perform its obligations under this Agreement.

14. Additional Software.

Any software which updates or supplements the original Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and Licensed System provided hereunder is part of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and Licensed System, as the case may be, and is governed by this Agreement, unless other terms of use are provided with such updates or supplements whereupon such other terms of use shall apply. Any software provided along with the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System that is associated with a separate end-user license or other agreement is licensed to the Licensee under the terms of that separate agreement, except if this Agreement specifically sets forth the terms of use for such software, in which event the terms set forth in this Agreement shall apply thereto.

15. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ACCESS TO AND USE OF THE BETA VERSION, BETA SAAS SERVICE, PRODUCTION VERSION, PRODUCTION SAAS SERVICE, AND/OR LICENSED SYSTEM ARE PROVIDED "AS IS", "WITH ALL FAULTS". PROFORMA DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, ERROR-FREE OR SECURE ACCESS TO OR USE OF THE BETA VERSION, BETA SAAS SERVICE, PRODUCTION VERSION, PRODUCTION SAAS SERVICE, OR LICENSED SYSTEM. PROFORMA DOES NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF ANY WEBSITE OPERATED BY PROFORMA OR ANY PROFORMA RELATED PARTY, OR OTHER INTERNET WEBSITES, OR OTHER DATA RECEIVED BY LICENSEE VIA THE INTERNET. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE BETA VERSION, BETA SAAS SERVICE, PRODUCTION VERSION, PRODUCTION SAAS SERVICE, AND/OR LICENSED SYSTEM INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the above exclusion of implied warranties, so some of the above exclusions may not apply.

16. LIABILITY CAP AND LIMITATION OF LIABILITY.

- A. **LIABILITY CAP. PROFORMA'S TOTAL LIABILITY UNDER THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE APPLICABLE FEES PAID BY LICENSEE TO PROFORMA UNDER THIS AGREEMENT IN THE MONTH IN WHICH THE EVENTS GIVING RISE TO THE CAUSE OF ACTION OCCURRED.**
- B. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PROFORMA NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE, UNDER ANY CIRCUMSTANCES, LIABLE TO LICENSEE OR ANY OTHER PERSON, FIRM OR ENTITY (WHETHER IN AN ACTION**

ARISING FROM CONTRACT, TORT OR OTHER LEGAL THEORY) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES RESULTING FROM THE ACCESS OR USE OF THE BETA VERSION, BETA SAAS SERVICE, PRODUCTION VERSION, PRODUCTION SAAS SERVICE, AND/OR LICENSED SYSTEM, OR OTHERWISE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES ARISING FROM (I) INFORMATION OR DATA OBTAINED FROM OR THROUGH THE BETA VERSION, BETA SAAS SERVICE, PRODUCTION VERSION, PRODUCTION SAAS SERVICE, AND/OR LICENSED SYSTEM, (II) RELIANCE BY ANY PERSON ON INFORMATION OR DATA OBTAINED FROM OR THROUGH THE BETA VERSION, BETA SAAS SERVICE, PRODUCTION VERSION, PRODUCTION SAAS SERVICE, AND/OR LICENSED SYSTEM, (III) VIRUS TRANSMISSION OR DELETION OR LOSS OF FILES OR E-MAIL, (IV) LOSS OF DATA OR INFORMATION OF ANY KIND, (V) LOSS OF PROFIT, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROFORMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (VI) LIABILITY FOR PERSONAL INJURY, OR (VII) LIABILITY TO THIRD PARTIES.

- C. **LIQUIDATED DAMAGES FOR CERTAIN BREACHES.** IN THE EVENT OF A BREACH BY LICENSEE OR ANY LICENSEE RELATED PARTY OF SECTION 6, 12.G., AND/OR SECTION 23 OF THIS AGREEMENT, LICENSEE SHALL BE LIABLE TO PROFORMA TO PAY TO PROFORMA LIQUIDATED DAMAGES IN THE AMOUNT OF \$1,000,000 PER OCCURRENCE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIQUIDATED DAMAGES SET FORTH HEREIN REFLECT THE FACT THAT THE DAMAGES SUFFERED BY PROFORMA IN THE EVENT OF A BREACH OF SECTION 6, 12.G., AND/OR SECTION 23 OF THIS AGREEMENT MAY NOT BE CALCULABLE WITH CERTAINTY AND, AS A RESULT, THAT LIQUIDATED DAMAGES ARE A REASONABLE AND APPROPRIATE REMEDY. NOTWITHSTANDING THE FOREGOING, OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIQUIDATED DAMAGES SET FORTH HEREIN ARE AND SHALL BE IN ADDITION TO AND NOT IN LIMITATION OF ANY OTHER DAMAGES OR OTHER REMEDIES AVAILABLE TO PROFORMA UNDER THIS AGREEMENT OR APPLICABLE LAW.

17. Misuse by Licensee. Notwithstanding anything to the contrary contained in this Agreement, neither Licensee nor other Licensee Related Party shall be entitled to any remedy under this Agreement or otherwise, and Proforma shall have no liability whatsoever, if any error or problem with the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System arises from or results from violation of this Agreement by Licensee or any other Licensee Related Party, or from accident, abuse, misapplication, abnormal or unauthorized access or use, or the introduction of a virus or other Malicious Code, by Licensee or any other Licensee Related Party.

18. Indemnity. Licensee shall indemnify, defend and hold harmless Proforma and its affiliates, employees, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, arising in connection with or related to: (i) the material breach of this Agreement by Licensee or any Licensee Related Party; (ii) the acts and omissions of Licensee and/or the Licensee Related Parties in connection with access to and use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System; (iii) Licensee Data or other information entered into the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System, and/or Licensed System by Licensee and/or Licensee Related Parties; (iv) Licensee's and Licensee Related Parties' use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System; (v) any claim of fraudulent or unauthorized use or misuse of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System, including any unauthorized access by an Licensee Related Party or an unauthorized user; and (vi) the violation, infringement or misappropriation by Licensee or any Licensee Related Party, of the intellectual property, proprietary or other rights of any third party. If any claim is commenced against a party entitled to indemnification under this paragraph ("Indemnified Party"), the Indemnified Party will provide notice of the claim and copies of all related documentation to the party obligated to provide indemnification ("Indemnifying Party") and the Indemnifying Party will assume control of the defense of such claim at its cost and expense. Such notice and documentation will be provided as promptly as possible. The Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in the investigation, trial and

defense of such claim and any appeal. In such case, the Indemnifying Party will reasonably cooperate with the Indemnified Party's attorneys.

19. Export Rules. Licensee agrees that access to and use of the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System will not be provided by Licensee or any other Licensee Related Party to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, by the United States government. Further, the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System will not be shipped, transferred or exported by Licensee or any Licensee Related Party. In all events, Licensee will not make available, export or re-export directly or indirectly, and will cause all other Licensee Related Parties not to make available, export or re-export directly or indirectly, Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System to any countries except in compliance with the United States Export Administration Regulations and any other United States export laws into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System are identified as export controlled items under the Export Laws, Licensee represents and warrants that neither Licensee nor any other Licensee Related Party is a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that neither Licensee nor any of other Licensee Related Party is otherwise prohibited under the Export Laws from receiving access to or using the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System. All rights to access and use the Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System are granted on condition that such rights are forfeited if Licensee or any Licensee Related Party fails to comply with the terms of this Agreement.

20. Applicable Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under this Agreement shall be in the federal and state courts located in Cleveland, Ohio. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement.

21. Entire Agreement. This Agreement and all Documentation is the entire agreement between Licensee and Proforma relating to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this Agreement.

22. Notices and Questions. All notices and demands hereunder shall be in writing and shall be served by personal service, electronic mail, or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally-recognized private express courier and shall be deemed complete upon receipt.

23. Confidentiality. Licensee acknowledges that Licensee or a Licensee Related Party may receive or become aware of confidential information and trade secrets of Proforma ("Confidential Information"). For purposes of this Agreement, Beta Version, Beta SaaS Service, Production Version, Production SaaS Service, and/or Licensed System are expressly included within the Confidential Information of Proforma. Licensee agrees to maintain and protect, and cause all Licensee Related Parties to maintain and protect, the confidentiality of all Confidential Information of which it becomes aware (whether or not identified or marked as confidential at the time of its disclosure) and not disclose any Confidential Information to any person, firm, or entity other than the Licensee Related Parties who have a need to know such Confidential Information for purposes of the license granted to Licensee hereunder, and Licensee shall preserve and protect, and cause all Licensee Related Parties to preserve and protect, the confidentiality of all Confidential Information of which it becomes aware using the same degree of care that it uses to protect its own trade secrets, but never less than reasonable care. Further, Licensee shall not use or disclose, and shall cause all Licensee Related Parties not to use or disclose, any Confidential Information for any purpose not permitted by this Agreement. Violations of this Section are likely to cause irreparable harm and therefore Proforma may seek immediate injunctive relief without the need of posting bond in the event of a violation of this Section.

24. Force Majeure. Proforma shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of Proforma. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, Internet or telecommunications failures, earthquakes, or other disasters.

25. Compliance with License and Laws/Audit Rights. Licensee shall comply with, and all cause all Licensee Related Parties to comply with, all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the operations and conduct of its business and the license granted to Licensee under this Agreement. In the event that any part of this Agreement is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to fullest extent permitted by law and the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement by not less than ten (10) days prior written notice to the other party. Proforma shall have the right to audit Licensee's compliance with the terms of this Agreement upon reasonable prior written notice, during Licensee's regular business hours. Licensee shall cooperate with and assist Proforma in the conduct of any such audit. In addition to any other rights or remedies that may be available to Proforma under this Agreement or applicable law, in the event that any audit reveals that Licensee has not paid to Proforma the full amount of the Licensee Fees due and payable to Proforma hereunder, upon notice from Proforma, Licensee shall immediately pay to Proforma an amount equal to the unpaid Licensee Fees, plus interest at the rate of the lesser of (i) 1 ½ percent per month, or (ii) the maximum amount permitted under applicable law, on the unpaid balance Licensee Fees due and payable hereunder until such balance is paid in full.

26. Survival. Sections 6-30 of this Agreement shall survive the termination or expiration of the Agreement for any reason.

27. Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement. The opening two paragraphs and the Recitals to this Agreement are incorporated herein.

28. Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

29. Forms. No provisions in either party's purchase orders, or in any other business forms employed by either party, will supersede the terms and conditions of this Agreement.

30. Waiver/Assignment. A waiver of any provision of this Agreement shall only be effective if in a writing signed by the party against which the waiver is claimed. This Agreement may not be assigned by Licensee without the prior written consent of Proforma. This Agreement may be assigned by Proforma, by operation of law or otherwise, without the consent or approval of Licensee or any other person, firm or entity.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement.

PFG VENTURES, LP

By: _____

Name: Douglas A. Kordel

Title: President and Chief Legal Officer

Date: _____

(Name of Licensee)

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
TO
PFG VENTURES, L.P.
MASTER SOFTWARE AGREEMENT**

FEES

Charges to Licensee/Owner:

In consideration for the Support received by Licensee/Owner, Licensee/Owner agrees to pay Proforma a monthly Communication & Technology Support Fee of \$100.00 (“Monthly Fee”) during the term of this Agreement. The monthly Communication & Technology Support includes our proprietary business management software, e-mail and ProOms base and incremental support. Four (4) e-mail addresses are included in the Monthly Fee for sales volumes up to \$1,000,000.00. Thereafter, an additional three (3) e-mail addresses are included for every additional \$1,000,000 incremental sales volume. If Licensee/Owner does not meet the appropriate sales level and requires more than the allotted e-mail addresses, additional e-mail addresses may be purchased in minimum blocks of three (3) for an additional \$100.00 per month per block (the “E-Mail Fee”). Notwithstanding the foregoing, Proforma reserves the right to adjust the Monthly Fee and E-Mail Fee upon 30 days’ written notice to Licensee.

Example:

Sales Volume	E-Mail Addresses	Communication & Technology Support Fee	E-Mail Fee
\$0 - \$1,000,000	4	Included in \$100 C&TS Fee	N/A
\$1,000,001 - \$2,000,000	7 (initial 4 + 3 additional)	Included in \$100 C&TS Fee	
\$2,000,001 - \$3,000,000	10 (initial 4 + 6 additional)	Included in \$100 C&TS Fee	
...			
\$0 - \$1,000,000	7 (initial 4 + 3 additional)	4 included in \$100 C&TS Fee	3 for additional \$100 E-Mail Fee
\$0 - \$1,000,000	10 (initial 4 + 6 additional)	4 included in \$100 C&TS Fee	6 for additional \$200 E-Mail Fee
...			

Invoices and Payment:

A. The Monthly Fee and, if necessary, the monthly E-Mail Fee, will be invoiced to the Licensee/Owner on the 25th of the month, or as otherwise determined by Proforma. Licensee/Owner hereby agrees to permit Proforma to charge the Monthly Fee and the monthly E-Mail Fee against the Licensee/Owner’s net proceeds;

B. In the event of non-payment of any invoice or installment when due, Proforma reserves the right to suspend or terminate service until such time as the invoices are paid in full. Suspension is not a default by Proforma and shall not change any Terms and Conditions of this Agreement. Furthermore, Licensee/Owner is obligated to pay all charges, which may become due hereunder.

EXHIBIT F

LIST OF STATE AGENCIES / AGENTS FOR SERVICES OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. Also listed are state agencies that act as agents for service of process in those states. If (or when) Proforma is registered to sell franchises in a state listed below, the corresponding agent will act as Proforma's agent to receive service of process in that state.

CALIFORNIA

Department of Financial Protection
and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

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

1350 Front Street, Room 2034
San Diego, CA 92101-3697
(619) 525-44233

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

Agent: California Commissioner of
Financial Protection and Innovation

HAWAII

Commissioner of Securities
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 548-2021

Agent: Commissioner of Securities
Department of Commerce and
Consumer Affairs

ILLINOIS

Franchise Division
Office of Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-1090
Agent: Illinois Attorney General

INDIANA

Franchise Section
Indiana Securities Division
Secretary Of State
200 West Washington Street, Rm 201
Indianapolis, IN 46204
(317) 232-6681
Agent: Indiana Secretary of State

MARYLAND

Office of the Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360
Agent: Maryland Securities
Commissioner

MICHIGAN

Consumer Protection Division
Michigan Department of
Attorney General
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Bldg., 1st Floor
Lansing, MI 48933
(517) 373-7117
Agent: Michigan Consumer Protection
Division

MINNESOTA

Minnesota Department of
Commerce
85 7th Place Street, Suite 500
St. Paul, MN 55101
(651) 296-4026
Agent: Minnesota Commissioner
of Commerce

NEW YORK

Bureau of Investor Protection
and Securities
New York State Dept. of Law
120 Broadway, 23rd Floor
New York, NY 10271-0332
(212) 416-8200
Agent: New York Secretary of State

NORTH DAKOTA

North Dakota Securities Department
 State Capitol - Fifth Floor
 600 East Boulevard
 Bismarck, ND 58505
 (701) 328-2910
 Agent: North Dakota Securities
 Commissioner

RHODE ISLAND

Securities Division
 John O. Pastore Complex
 1511 Pontiac Avenue, Bldg. 69-1
 Cranston, RI 02910
 (401) 462-9587
 Agent: Director of Rhode Island
 Department of Business Regulations

WASHINGTON

Director of Financial Institutions
 Securities Division
 150 Israel Road, S.W.
 Tumwater, WA 98501
 (360) 902-8760
 Agent: Washington Director of
 Licensing

OREGON

Department of Insurance and
 Finance
 Corporate Securities Section
 Labor and Industries
 Building
 Salem, OR 97310
 Agent: Director of Oregon
 Department of Insurance and
 Finance

SOUTH DAKOTA

Division of Insurance
 Securities Regulation
 124 S. Euclid Avenue, Suite 104
 Pierre, SD 57501
 (605) 773-3563
 Agent: Director of South Dakota
 Division of Insurance -
 Securities Regulation

WISCONSIN

Securities and Franchise
 Registration
 Wisconsin Securities Commission
 345 W. Washington Avenue, 4th Floor
 Madison, WI 53703
 (608) 266-1064
 Agent: Wisconsin Commissioner
 of Securities

VIRGINIA

State Administrator:
 State Corporation Commission
 Division of Securities and Retail
 Franchising
 1300 East Main Street, Ninth Floor
 Richmond, VA 23219
 (804) 371-9051

Agent for Service of Process:
 State Corporation Commission
 1300 East Main Street, First Floor
 Richmond, VA 23219
 (804) 371-9733
 Agent: Clerk of the State
 Corporation Commission

EXHIBIT G

STATE-SPECIFIC ADDENDA

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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.

CALIFORNIA LAW MODIFICATIONS

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
2. Neither the franchisor nor any person or franchise broker 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 persons from membership in such association or exchange.
3. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:
 - a. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.
 - b. Section 31125 of the California Corporations Code requires us to give you a disclosure document in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
 - c. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning termination, transfer or non-renewal of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.
 - d. You must sign a general release if you transfer your franchise or acquire any customers upon termination of the Franchise Agreement. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professional Code §20010 void a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).
 - e. The Franchise Agreement and Master Software Agreement require payment of liquidated damages. These provisions may not be enforceable under California law.
 - f. The Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement. This provision may not be enforceable under California law.
 - g. The Franchise Agreement requires litigation to be conducted in Ohio and this requirement may be unenforceable under California law.
 - h. The Franchise Agreement is governed by Ohio law and such requirement may be unenforceable under California law.

OUR WEBSITE, WWW.PROFORMA.COM, 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.GOV.

State Effective Dates

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

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

State	Effective Date
California	

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

RECEIPT
(Your copy to keep)

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 PFG VENTURES, L.P. 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. **UNDER MICHIGAN, OREGON AND WISCONSIN LAW, IF APPLICABLE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU TEN (10) BUSINESS DAYS BEFORE YOU SIGN ANY CONTRACT OR MAKE ANY PAYMENT RELATING TO THE FRANCHISE RELATIONSHIP. UNDER OKLAHOMA, NEW YORK AND RHODE ISLAND LAW, IF APPLICABLE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU AT THE EARLIEST OF THE FIRST PERSONAL MEETING OR TEN (10) BUSINESS DAYS BEFORE YOU SIGN ANY CONTRACT OR MAKE ANY PAYMENT RELATING TO THE FRANCHISE RELATIONSHIP.**

IF PFG VENTURES, L.P. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL LAW AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCY LISTED ON EXHIBIT F.

The franchise seller is _____, PFG Ventures, L.P., 8800 East Pleasant Valley Road, Cleveland, OH 44131, 216-520-8400.

Issuance Date: August 4, 2023.

I have received a disclosure document dated August 4, 2023. This Disclosure Document included the following Exhibits:

- A. Standard Franchise Agreement for a Proforma Franchised Business (including state-specific addendum to Franchise Agreement for the State of California).
- B. Unaudited Financial Statements for Fiscal Year 2023—YTD May and the Audited Consolidated Financial Statements for the calendar years ended December 31, 2022, 2021 and 2020.
- C. List of Franchise Owners Currently in Operation.
- D. Receivables and Security Agreement.
- D-1. UCC Financing Statement (Form UCC1).
- D-2. UCC Financing Statement (Form UCC3).
- E. Software Sublicense Agreement.
- F. List of State Franchise Law Administrators/Agents to Receive Service of Process.
- G. State-Specific Addendum for California.

Dated: _____

PROSPECTIVE FRANCHISEE:

On behalf of a Business Entity:

As an Individual:

Name of Business Entity

(Print Name)

By: _____

(Signature)

Its: _____
(Title)

(Print Name)

(Print Name)

(Signature)

RECEIPT

(Sign Receipt and return to us)

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF PFG VENTURES, L.P. 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. **UNDER MICHIGAN, OREGON AND WISCONSIN LAW, IF APPLICABLE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU TEN (10) BUSINESS DAYS BEFORE YOU SIGN ANY CONTRACT OR MAKE ANY PAYMENT RELATING TO THE FRANCHISE RELATIONSHIP. UNDER OKLAHOMA, NEW YORK AND RHODE ISLAND LAW, IF APPLICABLE, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU AT THE EARLIEST OF THE FIRST PERSONAL MEETING OR TEN (10) BUSINESS DAYS BEFORE YOU SIGN ANY CONTRACT OR MAKE ANY PAYMENT RELATING TO THE FRANCHISE RELATIONSHIP.**

IF PFG VENTURES, L.P. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL LAW AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCY LISTED ON EXHIBIT F.

The franchise seller is _____, PFG Ventures, L.P., 8800 East Pleasant Valley Road, Cleveland, OH 44131, 216-520-8400.

Issuance Date: August 4, 2023.

I have received a disclosure document dated August 4, 2023. This Disclosure Document included the following Exhibits:

- A. Standard Franchise Agreement for a Proforma Franchised Business (including state-specific addendum to Franchise Agreement for the State of California).
- B. Unaudited Financial Statements for Fiscal Year 2023—YTD May and the Audited Consolidated Financial Statements for the calendar years ended December 31, 2022, 2021 and 2020.
- C. List of Franchise Owners Currently in Operation.
- D. Receivables and Security Agreement.
- D-1. UCC Financing Statement (Form UCC1).
- D-2. UCC Financing Statement (Form UCC3).
- E. Software Sublicense Agreement.
- F. List of State Franchise Law Administrators/Agents to Receive Service of Process.
- G. State-Specific Addendum for California.

Dated: _____

PROSPECTIVE FRANCHISEE:

On behalf of a Business Entity:

As an Individual:

Name of Business Entity

(Print Name)

By: _____

(Signature)

Its: _____
(Title)

(Print Name)

(Print Name)

(Signature)