

FRANCHISE DISCLOSURE DOCUMENT



Bosch Automotive Workshop Services LLC
a Delaware limited liability company
1 Tower Lane, Suite 3100
Oakbrook Terrace, Illinois 60181
331-264-5400
franchise.admin@us.bosch.com
www.boschautoservice.com

As a franchisee, you will own and operate a Bosch Auto Service Shop which provides vehicle maintenance, diagnosis and repair services. The total investment necessary to begin operation of a Bosch Auto Service Shop is \$136,600 to \$1,275,000 if you are converting an existing vehicle service center to a Bosch Auto Service Shop. This includes \$30,000 to \$236,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Bosch Auto Service Shop is \$903,600 to \$8,955,000 if you are developing a new Bosch Auto Service Shop. This includes \$30,000 to \$236,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of 3 to 10 Bosch Auto Service Shops under a Development Rights Agreement is \$167,600 to \$9,095,000. This includes \$30,000 to \$135,000 that must be paid to the franchisor or 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 this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats contact Legal at franchise.admin@us.bosch.com and 331-264-5400.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. 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 of this Franchise Disclosure Document: March 13, 2025, as amended June 12, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits H and I.
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 J 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 Bosch Auto Service 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 Bosch franchisee?	Item 20 or Exhibits H and I list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and development rights agreement require you to resolve disputes with the franchisor by arbitration or litigation in the city and state where the franchisor maintains its principal business (currently Oakbrook Terrace, Illinois). Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Illinois than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED
BY THE MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

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

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division
Attn: Franchise Section
670 G. Mennen Williams Building
525 West Ottawa, Lansing, Michigan 48909
(517) 335-7567

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce that section as written, and you will agree in the Franchise Agreement to abide by its terms.

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Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Us and Our Related Companies

To simplify the language in this disclosure document, “we” or “us” means Bosch Automotive Workshop Services LLC, the franchisor. “You” means the person or entity that acquires the franchise. If you are a corporation, limited liability company or other entity, each owner who owns (directly or indirectly) more than 10% of your ownership interests must sign the Guaranty attached to the “Franchise Agreement” (Exhibit B), which means that all of the provisions of the Franchise Agreement also will apply to those owners.

We are a limited liability company organized in Delaware on December 9, 2021. We do business under the name “BOSCH” and “Bosch Auto Service.” We first started offering franchises for Bosch Auto Service Shops (defined below) in March 2022. We have never operated Bosch Auto Service Shops or offered franchises in any other line of business. We have no other business activities except those described here. Our principal business address is 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181. If we have an agent for service of process in your state, we disclose that agent in Exhibit A.

We have no predecessors. Our parent company is Robert Bosch North America Corporation (“RBNAC”), a Delaware corporation whose principal business address is 38000 Hills Tech Drive, Farmington Hills, Michigan 48331. Our ultimate parent company is Robert Bosch GmbH, a German limited liability company whose principal business address is Robert Bosch Platz 1, 70839 Gerlingen, Germany.

Robert Bosch GmbH is also the indirect parent company of Bosch Automotive Technical Service (Beijing) Co., Ltd. (“RBTS”), our affiliate. RBTS offers franchises for Bosch shops in China that provide car diagnostics, repair and maintenance services. RBTS’s principal business address is No. 333 Fuquan Road North, IBP, Changning District, Shanghai, 200335 P.R. China. RBTS has offered franchises and operated Bosch shops in China since 2014. As of December 31, 2024, there were 541 franchised Bosch shops in China. RBTS has not offered franchises in any other line of business.

Bosch Automotive Service Solutions Inc. (“BASS”) is our affiliate and an indirect, wholly-owned subsidiary of RBNAC and Robert Bosch GmbH. BASS manufactures and produces automotive tools and equipment that our franchisees will use in the operation of their Bosch Auto Service Shops. BASS currently sells the tools and equipment to third party distributors, who in turn sell them to franchisees and other buyers. BASS’s principal business address is 15000 North Haggerty Road, Plymouth, Michigan 48170. BASS has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

Robert Bosch LLC (“RB LLC”) is our affiliate and an indirect, wholly-owned subsidiary of RBNAC and Robert Bosch GmbH. RB LLC manufactures and produces automotive parts that our franchisees will use in the operation of their Bosch Auto Service Shops. RB LLC currently sells these parts to third party distributors, who in turn sell them to franchisees and other buyers.

RB LLC's principal business address is 38000 Hills Tech Drive, Farmington Hills, Michigan 48331. RB LLC has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

Robert Bosch Tool Corporation ("RBTC") is our affiliate and an indirect, wholly-owned subsidiary of RBNAC and Robert Bosch GmbH. RBTC manufactures and produces power tools that our franchisees may purchase from RBTC for use in the operation of their Bosch Auto Service Shops. RBTC's principal business address is 1800 West Central Road, Mount Prospect, Illinois 60056. RBTC has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

BSH Home Appliances Corporation ("BSH") is our affiliate and an indirect, wholly-owned subsidiary of RBNAC and Robert Bosch GmbH. BSH manufactures and produces appliances that our franchisees may purchase from BSH for use in the operation of their Bosch Auto Service Shops. BSH's principal business address is 1901 Main Street, Irvine, California 92614. BSH has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

We have no other affiliates who offer franchises in any line of business or provide products and services to our franchisees.

Franchise Opportunity

We grant franchises for vehicle service centers which provide vehicle maintenance, diagnosis and repair services and other products and services which are primarily identified by the Marks (defined below) and use our business system, business formats, service techniques and processes, products, methods, procedures, signs, designs, trade dress, standards, specifications and Marks, all of which we may improve, further develop and otherwise modify periodically (collectively, "Bosch Auto Service Shops"). Bosch Auto Service Shops operate under certain trademarks, service marks, and other commercial symbols, and we may periodically create, use and license or sublicense other trademarks, service marks and commercial symbols for use in operating Bosch Auto Service Shops, such as BOSCH and BOSCH AUTO SERVICE, all of which we may periodically modify (collectively, the "Marks").

In this disclosure document, we call your Bosch Auto Service Shop that you will operate under the Franchise Agreement your "Shop." You must operate the Shop from a site we accept (the "Site"). You must operate the Shop according to our operating manual and/or other manuals (collectively, the "Operations Manual"). The Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules that we periodically specify for developing and/or operating a Bosch Auto Service Shop ("System Standards") and information on your other obligations under the Franchise Agreement. Your Shop must provide the services that we specify according to our specifications and comply with our System Standards, including the requirement to have at least 1 ASE (Automotive Service Excellence) certified technician at all times during the Franchise Agreement's term.

If you have not yet located and/or we have not yet accepted the Site, we may require you to sign our "Preliminary Agreement" (Exhibit D). You or an entity that you own and control (an

“Approved Entity”) will sign our then current form of franchise agreement, which may differ from the Franchise Agreement included in this disclosure document, before you (or an Approved Entity) sign the purchase agreement, lease, or sublease for the site or attend training.

Before signing or at the same time as signing a Franchise Agreement, we and you may sign a “Development Rights Agreement” (Exhibit C) under which you and/or any company of which you own 80% of the ownership interests (a “Controlled Affiliate”) will sign franchise agreements for and develop or convert (as applicable) a specified number of Bosch Auto Service Shops to be located within a specifically described geographic territory (the “Development Area”). Before you sign the Development Rights Agreement, we and you will agree to the Development Area, the number of Bosch Auto Service Shops you must launch in the Development Area, and the timeframe within which you must sign franchise agreements for and launch each Bosch Auto Service Shop (the “Development Schedule”). We will grant Bosch Auto Service Shop franchises under the Development Rights Agreement only to you or your Controlled Affiliates, and franchises that we grant to your Controlled Affiliates will count toward your Development Schedule. You (or your Controlled Affiliates) will sign our then current form of franchise agreement, which may differ from the Franchise Agreement included in this disclosure document, for each Bosch Auto Service Shop launched under the Development Rights Agreement. You may, subject to the Development Rights Agreement and the related franchise agreements, satisfy the Development Schedule by: (a) constructing (either directly or through a Controlled Affiliate) new Bosch Auto Service Shops in the Development Area; and/or (b) converting (either directly or through a Controlled Affiliate) existing vehicle repair centers located in the Development Area to Bosch Auto Service Shops.

Market and Competition

Bosch Auto Service Shops operate in a well-developed and competitive market. The Shop will offer vehicle maintenance, diagnosis and repair services to the general public. Sales are generally not seasonal. Your competitors include independent vehicle repair shops and automotive dealerships. Vehicle maintenance and repair service concepts compete based on many factors, such as price, service, product and repair quality, location, promotions and marketing programs.

Industry Regulations

Many federal, state and local laws govern the vehicle repair industry, including consumer protection, health, safety, and environmental laws and regulations. Some states require special licenses to operate car repair facilities. Various federal, state and local environmental laws and regulations apply to the use, handling, treatment, storage, disposal and recycling of tires, oil, used oil, oil filters and other substances, materials and wastes considered hazardous. You may need to obtain state and other certifications that the Shop is an approved waste oil and filter remover/handler/disposer. You must comply with these laws and other laws and regulations that apply to businesses generally, such as those regarding site location and building construction like the Americans with Disabilities Act. You should consider these and other laws and regulations when evaluating your purchase of a franchise.

Item 2

BUSINESS EXPERIENCE

Chief Executive Officer (CEO): Ulrike Jaschek

Ulrike Jaschek has been our Chief Executive Officer (CEO) since January 2022. Previously, Ms. Jaschek served as Director, Workshop Concepts & Strategy for RB LLC's Automotive Aftermarket Division in Oakbrook Terrace, Illinois from June 2021 to December 2021. Before that, Ms. Jaschek served as Director, Product Marketing & Workshop Concepts for RB LLC's Automotive Aftermarket Division in Oakbrook Terrace, Illinois from June 2018 to May 2021.

Chief Financial Officer (CFO): Helen Bruford

Helen Bruford has been our Chief Financial Officer since January 2022. Before joining us, Ms. Bruford served as Director, Controlling/CFO for RB LLC (North America Fuel Systems Remanufacturing) in Kentwood, Michigan from August 2017 to December 2021.

Senior Director of Sales and Operations: Shawn Dupuie

Shawn Dupuie has been our Senior Director of Sales and Operations since January 2022. Previously, Mr. Dupuie served as Sales, Training and Consulting Manager for RB LLC in Farmington Hills, Michigan from March 2020 to January 2022.

Director of Innovation and Brand Strategy: Emily Eastman

Emily Eastman has been our Director of Innovation and Brand Strategy since January 2022. Previously, Ms. Eastman served as Strategic Partnerships Manager for RB LLC in Oakbrook Terrace, Illinois from June 2019 to January 2022.

Board Member & Regional President, RB LLC: Todd Hertzler

Todd Hertzler has been a member of our Board of Managers since March 2025. Mr. Hertzler has also served as Regional President of the Mobility Aftermarket Division of RB LLC in Oakbrook Terrace, Illinois since March 2025. Previously, Mr. Hertzler served as VP of Sales for RB LLC in Oakbrook Terrace, Illinois from June 2020 to February 2025. Before that, he served as Director of Sales for RB LLC in Farmington Hills, Michigan from May 2015 to May 2020.

Board Member & Global Head of Bosch Car Service Network, Franchising and Workshop Services, Robert Bosch GmbH: Thomas Winter

Thomas Winter has been a member of our Board of Managers since our inception in December 2021. Mr. Winter has also served as Global Head of Bosch Car Service Network, Franchising and Workshop Services for Robert Bosch GmbH in Karlsruhe, Germany since July 2018.

Board Member & Vice President Finance & Administration, RB LLC: Hans-Jörg Engler

Hans-Jörg Engler has been a member of our Board of Managers since July 2023. Mr. Engler has also served as Vice President Finance & Administration for the Mobility Aftermarket Division of RB LLC in Oakbrook Terrace, Illinois since July 2023. Previously, Mr. Engler served as Director of Controlling for RB LLC in Oakbrook Terrace, Illinois from July 2016 to June 2023.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5

INITIAL FEES

Preliminary Agreement

We typically use the Preliminary Agreement if you have not yet located and/or we have not yet accepted a Site. You will pay a \$5,000 deposit when you sign the Preliminary Agreement (the “Deposit”). If we and you move forward, we will apply the Deposit toward the initial franchise fee when you (or an Approved Entity) sign our then current form of franchise agreement (which may differ from the Franchise Agreement included in this disclosure document). The Deposit is uniform.

You may terminate the Preliminary Agreement at any time before you (or an Approved Entity) sign the franchise agreement. We may terminate the Preliminary Agreement: (a) for any or no reason within 30 days after the effective date; (b) if you do not select and we do not accept a Site, or you (or an Approved Entity) do not sign a franchise agreement with us, within 180 days after the effective date; (c) if you make any material misrepresentation or omission in your franchise application or in your dealings with us; (d) if you are convicted of or plead no contest to a felony or other crime or offense, or engage in any other conduct which might (in our opinion) negatively affect the reputation of a Bosch Auto Service Shop or the goodwill associated with the Marks; or (e) if you breach any other provision of the Preliminary Agreement or any other agreement with us.

If you or we terminate the Preliminary Agreement during the 30-day period described above, then we will refund (without interest) all of the Deposit. If you terminate the Preliminary Agreement after the 30-day period described above, or if we terminate the Preliminary Agreement because you do not select and we do not accept a Site or you (or an Approved Entity) do not sign a Franchise Agreement within the 180-day period described above, then we will refund (without

interest) \$2,500 of the Deposit and keep the rest of the Deposit. Otherwise, if we terminate the Preliminary Agreement (except according to the previous sentences in this paragraph), then we will keep the entire Deposit.

Franchise Agreement

When you sign the Franchise Agreement for a Bosch Auto Service Shop, you must pay us a lump sum initial franchise fee of \$30,000, less any amount credited toward the initial franchise fee under a Development Rights Agreement or Preliminary Agreement between us and you or your affiliate. This initial franchise fee is uniform.

The initial franchise fee is not refundable unless we terminate the Franchise Agreement because we determine, in our sole judgment, that local law does not permit the branding that we require. If we terminate under these circumstances and you sign our standard form of termination agreement and release, we will refund 50% of the initial franchise fee that you paid.

We may require you to purchase tools and equipment from our affiliate, BASS, to meet our System Standards before you launch the Shop under the Marks. If you are converting an existing vehicle repair center to a Bosch Auto Service Shop, you may already have all of the tools and equipment needed to comply with our System Standards. The costs will vary depending on the type and quantity of tools and equipment that you need to meet our System Standards, but we estimate that you may pay between \$0 and \$100,000 for these tools and equipment. These costs are not refundable under any circumstance.

We may require you to purchase furniture from us to meet our System Standards before you launch the Shop. If you are converting an existing vehicle repair center to a Bosch Auto Service Shop, you may already have all of the furniture needed to comply with our System Standards. The costs will vary depending on the type and quantity of furniture that you need to meet our System Standards, but we estimate that you may pay between \$0 and \$50,000 for this furniture. These costs are not refundable under any circumstance.

Before you launch the Shop, we will provide an initial management training program for your Managing Owner and General Manager (the “Initial Management Training Program”). In addition to the Initial Management Training Program, before you launch the Shop, we will provide training for your General Manager and any other individuals we designate on System Standards, the Shop’s computer system and related issues (the “Initial Shop Operations Training Program”). If we determine that you or any of your personnel cannot complete the Initial Shop Operations Training Program to our satisfaction, then we may require you or your personnel to attend additional training programs at your expense for which we may charge fees (currently \$6,000 per week). At your option, additional personnel may also attend and complete the Initial Management Training Program and/or the Initial Shop Operations Training Program at no additional cost. Training fees are not refundable under any circumstance.

Before you launch the Shop, you must arrange for your technicians and any other individuals we designate to attend and complete training on the technical aspects of providing vehicle maintenance, diagnosis and repair services, and related services (“Technical Training”). This general industry training is required for all vehicle service centers (not just Bosch Auto

Service Shops) and will vary in substance and scope depending on applicable state law requirements, certification requirements, your personnel's existing technical automotive repair skills and experience, the types of vehicles your Shop will service, the types of services your Shop will provide, and other factors specific to each Bosch Auto Service Shop. Before the Launch, you must ensure that each of your technicians has completed the necessary Technical Training to obtain all certifications required under applicable laws to perform vehicle maintenance, diagnosis and repair services, and related services at the Shop. You may, but are not required to, arrange for our affiliate, BASS, to provide certain Technical Training to your personnel, but BASS will not provide all Technical Training to your personnel. If you choose to arrange for BASS to provide certain Technical Training, then you must pay BASS its then current training fees (currently \$0 to \$50,000 per person).

Development Rights Agreement

If you sign a Development Rights Agreement, you must pay us a development fee equal to \$15,000 multiplied by the number of Bosch Auto Service Shops you will develop and/or convert within the Development Area (excluding the first Shop you commit to develop or convert (as applicable) under the Development Rights Agreement because you will pay a \$30,000 initial franchise fee (in lieu of a portion of the development fee) when you sign the Franchise Agreement for the first Shop). You must pay us this fee in a lump sum when you sign the Development Rights Agreement. We will not refund the development fee under any circumstances, but we will apply \$15,000 of the development fee toward the initial franchise fee owed under each franchise agreement that the Development Rights Agreement covers (except for the franchise agreement for the first Shop). We expect the Development Rights Agreements to cover between 3 and 10 Bosch Auto Service Shops.

You must pay or reimburse us for payment of any sales tax or other tax imposed by law on the initial franchise fee, development fee, and any other amounts payable under the Franchise Agreement or Development Rights Agreement, whether assessed on you or on us.

Range of Initial Fees

During our 2024 fiscal year, Bosch Auto Service Shop franchisees paid total initial fees as described in this Item 5 to us and/or affiliates ranging from \$30,000 to \$210,000.

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Item 6

OTHER FEES

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Royalty	<p>The Applicable Royalty Percentage (defined below) of the Gross Sales of the Shop during the previous month.</p> <p>The “Applicable Royalty Percentage” means:</p> <p>6% of the Shop’s Gross Sales if the Shop achieved Gross Sales of \$1,000,000 or less during the prior calendar year;</p> <p>5% of the Shop’s Gross Sales if the Shop achieved Gross Sales of \$1,000,001 to \$2,000,000 during the prior calendar year; or</p> <p>4% of the Shop’s Gross Sales if the Shop achieved Gross Sales of more than \$2,000,000 during the prior calendar year.</p> <p>Your Applicable Royalty Percentage will be recalculated each calendar year during the Franchise Agreement’s term based on the Gross Sales of your Shop during the prior calendar year. The recalculated Applicable Royalty Percentage will become effective on January 1 of each calendar year.</p>	On the day of each month we periodically specify, currently the 15 th day of each month	<p>See Note (1).</p> <p>You must pay royalties beginning on the Launch Date.⁽²⁾</p> <p>See Note (3) for the definition of “Gross Sales.”</p> <p>See Note (4).</p>
Brand Fund contribution	The amount we periodically specify (currently, 2% of the Shop’s Gross Sales) up to 5% of the Shop’s Gross Sales, subject to the Marketing Spending Requirement ⁽⁵⁾	On the day of each month we periodically specify, currently the 15 th day of each month	
Advertising Cooperative contributions	If established, the amount we periodically establish, subject to the Marketing Spending Requirement ⁽⁵⁾	As we determine	See Note (6).
Marketing Spending Requirement shortfall	Difference between Marketing Spending Requirement and amount you spent	As incurred	See Note (5).

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Inventory, tools and equipment purchases	Then current cost of inventory, tools and equipment, which will vary depending on the type and quantity of inventory, tools and equipment that you purchase, subject to minimum purchase requirement of Bosch Products (currently \$30,000 annually, but we may increase this amount each calendar year)	As incurred	See Note (7).
Ongoing operational training fees	Currently \$0 to \$20,000 per year, but could increase up to \$50,000 per year ⁽¹⁰⁾	As incurred	Payable only if we require additional training courses.
Ongoing Technical Training fees	Our affiliate's then current training fees (currently \$0 to \$50,000 per person, but could increase up to \$75,000 per person) ⁽¹⁰⁾	As incurred	See Note (8).
Supplier, distributor and product review fees	Currently \$0, but could increase if our costs increase ⁽¹⁰⁾	As incurred	Payable only if you ask us to review a new supplier, distributor or product.
Customer Warranty Program Fee	Currently \$0, but we may require you to pay us a fee in the future to participate in customer warranty program(s)	As incurred	See Note (9).
Transfer fee – control transfer	\$5,000	Before transfer is completed	Payable on proposed control transfer, in addition to any transfer fee under Development Rights Agreement and other franchise agreements.
Successor franchise fee	25% of the then current standard initial franchise fee (currently would be \$7,500 but will not exceed \$50,000)	Upon signing successor franchise agreement	
Inspections	Currently \$1,000 plus travel expenses, but could increase if costs increase ⁽¹⁰⁾	As incurred	If you fail to satisfy our System Standards in any quality assurance inspection or evaluation, we may charge a fee for any additional inspections or evaluations.
Management fee	10% of Gross Sales plus direct costs and expenses	As incurred	Due only if we manage the Shop while we consider whether to exercise purchase option.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Costs and attorneys' fees	Actual costs and fees	As incurred	Payable under Franchise Agreement and Development Rights Agreement by non-prevailing party if we or you initiate legal proceedings.
Indemnification	Actual costs	As incurred	You must indemnify and reimburse us and our affiliates under Franchise Agreement and Development Rights Agreement if we or they incur costs for claims from the Shop's development or operation, your business, your breach of the Franchise Agreement or your noncompliance with any law.
Relocation	Our costs incurred in your relocation, currently we estimate \$0 to \$15,000 but could increase if our costs increase ⁽¹⁰⁾	As incurred	Covers costs we incur in connection with the proposed relocation.
Interest	1.5% per month or highest interest rate the law allows, whichever is less	As incurred	Due on all overdue amounts and dishonored payments.
Insurance costs	Premiums plus our costs and expenses	As incurred	Due only if you fail to maintain (or prove you have) insurance and we, at our option, obtain insurance for you.
Audit expenses	Cost of audit	As incurred	Due only if you fail to timely furnish reports or understate Royalty or Brand Fund contributions by 2% or more.
Liquidated Damages	Average monthly Royalties that you owed during the 12 months before the month of termination (or the shorter period during which the Shop operated) multiplied by 48 or the number of months remaining in the term, whichever is less	As incurred	Covers certain damages due if we terminate any Franchise Agreement you sign under the Development Rights Agreement before the term of that Franchise Agreement expires

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Deadline extension fee under Development Rights Agreement	\$7,500	Before the deadline for selecting a site, signing a franchise agreement or launching a Bosch Auto Service Shop	If we deny the extension, we will refund this fee.
Additional site visits under the Development Rights Agreement	\$500 for each site visit (after the first 2 sites)	Before the requested site visit	Payable if you request and we provide more than 2 proposed site visits for any Bosch Auto Service Shop.

Explanatory Notes

- (1) Except as described for the deadline extension fee under the Development Rights Agreement, all fees in this Item 6 are non-refundable. Except for the inventory, tools and equipment purchases, which you will make through distributors or directly from our affiliate, these fees are imposed and collected by, and payable to, us. These fees are uniform for franchisees and developers signing the Franchise Agreement and Development Rights Agreement, respectively, included in this disclosure document. There are currently no franchisee advertising cooperatives in the Bosch Auto Service Shop network.

You must sign and deliver to us the documents we periodically require to authorize us to debit your bank account automatically for the Royalty, Brand Fund contribution, and other amounts due under the Franchise Agreement or any related agreement between us (or our affiliates) and you. Under our current automatic debit program for the Shop, we will debit your account on or after the day of each month we periodically specify, currently the 15th day of each month, for the Royalty and Brand Fund contributions. You must make the funds available for withdrawal by electronic transfer before each due date. If you fail to report the Shop’s Gross Sales, we may debit your account for 120% of the last Royalty and Brand Fund contribution that we debited. If the amounts that we debit from your account are less than the amounts you actually owe us (once we have determined the Shop’s actual Gross Sales), we will debit your account for the balance, plus interest, on the day we specify. If the amounts that we debit from your account are greater than the amounts you actually owe us (once we have determined the Shop’s actual Gross Sales), we will credit the excess (without interest) against the amounts we otherwise would debit from your account during the following month(s). We may periodically change the mechanism for your payments of Royalties, Brand Fund contributions and other amounts you owe to us and our affiliates under the Franchise Agreement or any related agreement upon written notice to you.

In addition to any sales, use and other transaction taxes that applicable law requires or permits us to collect from you for providing goods or services under the Franchise Agreement, you must pay us all federal, state, local or foreign (a) sales, use, excise, privilege, occupation or any other transactional taxes, and (b) other taxes or similar

exactions, no matter how designated, that are imposed on us or that we must withhold relating to the receipt or accrual of Royalties or any other amounts you pay us under the Franchise Agreement, excluding only taxes imposed on us for the privilege of conducting business and calculated based on our net income, capital, net worth, gross receipts, or some other basis or combination of those factors, but not excluding any gross receipts taxes imposed on us or our affiliates for your payments intended to reimburse us or our affiliates for expenditures incurred for your benefit and on your behalf. You must make these additional required payments in an amount necessary to provide us with after-tax receipts (taking into account any additional required payments) equal to the same amounts that we would have received if the additional tax liability or withholding had not been imposed or required.

- (2) “Launch Date” means the date on which you complete all steps to begin operating the Shop exclusively under the Marks in compliance with the Franchise Agreement.
- (3) “Gross Sales” means all revenue that you receive or otherwise derive from operating the Shop, whether from cash, check, credit and debit card, barter, exchange, trade credit, or other credit transactions, including (i) any implied or imputed Gross Sales from any business interruption insurance. However, “Gross Sales” excludes (a) sales taxes, use taxes, and other similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (b) any bona fide refunds, credits, allowances and adjustments that are actually provided to customers; (c) the face value of coupons or discounts that customers redeem; and (d) proceeds from property damage insurance or liability insurance. Each charge or sale upon credit constitutes a sale for the full price on the day during which the charge or sale is made, regardless of when you receive payment (whether full or partial, or at all) on that sale. Gift certificate, gift card, stored value card or similar program payments count as Gross Sales when the gift certificate, other instrument or applicable credit is redeemed.
- (4) If you are developing a new Bosch Auto Service Shop under the Franchise Agreement, your Applicable Royalty Percentage will be 6% of the Shop’s Gross Sales from the Launch Date until a full calendar year has elapsed after the Launch Date. For example, if the Launch Date is August 1, 2025, your Applicable Royalty Percentage will be 6% until December 31, 2026. Beginning on January 1, 2027, your Applicable Royalty Percentage will be determined based on the Gross Sales achieved by your Shop during the 2026 calendar year (*i.e.*, January 1, 2026 to December 31, 2026). After that, the Applicable Royalty Percentage will be recalculated each calendar year based on the Gross Sales of your Shop during the prior calendar year, and the recalculated Applicable Royalty Percentage will take effect on January 1 of each calendar year during the Franchise Agreement’s term.

If you are converting an existing vehicle service center to a Bosch Auto Service Shop under the Franchise Agreement, for purposes of determining the Applicable Royalty Percentage as of the Launch Date, we will consider your Gross Sales during the prior calendar year to be the amount of revenue you earned at the existing vehicle service center during the prior calendar year before the Launch Date, according to the existing vehicle service center’s financial statements. Your Applicable Royalty Percentage will

be based on the existing vehicle service center's revenue during the prior calendar year from the Launch Date until a full calendar year has elapsed after the Launch Date. For example, if the Launch Date is August 1, 2025 and your existing vehicle service center achieved revenue of \$1,500,000 in the 2024 calendar year (*i.e.*, January 1, 2024 to December 31, 2024), your Applicable Royalty Percentage will be 5% until December 31, 2026. Beginning on January 1, 2027, your Applicable Royalty Percentage will be determined based on the Gross Sales achieved by your Shop during the 2026 calendar year (*i.e.*, January 1, 2026 to December 31, 2026). After that, the Applicable Royalty Percentage will be recalculated each calendar year based on the Gross Sales of your Shop during the prior calendar year, and the recalculated Applicable Royalty Percentage will take effect on January 1 of each calendar year during the Franchise Agreement's term.

- (5) The "Marketing Spending Requirement" is the maximum amount that we can require you to spend on Brand Fund contributions, Cooperative (defined below) contributions and approved Local Marketing for the Shop during each calendar month, and is an amount we periodically specify up to 5% of the Shop's Gross Sales during that calendar month. "Local Marketing" means the approved advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials that you or your agents or representatives develop or implement regarding the Shop. We will not count towards your Marketing Spending Requirement the cost of free or discounted products or services, coupons, special offers or price reductions that you provide as a promotion, signs, personnel salaries, administrative costs, employee incentive programs, or other amounts that we, in our judgment, deem inappropriate for meeting the Marketing Spending Requirement. We may periodically review your books and records and require you to submit reports to determine your Cooperative contributions and Local Marketing expenses. If you fail to spend (or prove that you spent) the Marketing Spending Requirement in any month, then in addition to our other rights, we may require you to pay us the shortfall as an additional Brand Fund contribution or for us to spend on Local Marketing for the Shop.
- (6) We may designate a geographic area in which 2 or more Bosch Auto Service Shops are located as an area for an advertising or marketing cooperative (a "Cooperative"). If we have established a Cooperative for the geographic area in which the Shop is located when you sign the Franchise Agreement, or if we establish a Cooperative in that area during the Franchise Agreement's term, you must contribute to the Cooperative the amounts that we determine, subject to the Marketing Spending Requirement.
- (7) You must spend a minimum of \$30,000 each calendar year on Bosch Products (defined in Item 8) for use in the Shop. We will prorate this amount during the first and last calendar year of the Franchise Agreement's term based on the number of days in those calendar years during which the Franchise Agreement is in effect. You must spend at least 50% of the minimum purchase requirement each calendar year on Bosch Products that are Fast Moving Trade Goods. "Fast Moving Trade Goods" means batteries, filters, brakes, wipers, spark plugs, and other items that we may periodically designate. We may increase the minimum purchase requirement each calendar year during the Franchise Agreement's term but (1) any increased minimum purchase requirement will

be in accordance with our then current minimum purchase requirement for similarly situated Bosch Auto Service Shops and (2) we will not increase the minimum purchase requirement by more than 10% year-over-year. We may increase the minimum purchase requirement by up to 10% year-over-year even if we elect not to increase the minimum purchase requirement during one or more calendar years. We may require you to buy Bosch Products and other inventory directly from us or our affiliate or through approved or designated distributors, as described in Item 8.

- (8) We may require you, or you may elect, to obtain additional Technical Training courses for your personnel to meet System Standards. You may choose to obtain additional Technical Training courses from a supplier approved by us. If you choose to obtain additional Technical Training courses from our affiliate, BASS, you will pay BASS its then current training fees (currently \$0 to \$50,000 per person).
- (9) You must provide to each customer the customer warranty program(s) that we periodically require. Currently, we pay the subscription fees for you to participate in the required customer warranty programs. In the future, we may require you to pay the subscription fees to us or our affiliate, or we may collect the subscription fees on behalf of the approved third-party supplier(s) of the customer warranty program(s). If we require you to pay the subscription fees to us or our affiliate, or we collect the subscription fees on behalf of the approved third-party supplier(s), the subscription fees will not exceed 100% of our or our affiliates' corresponding costs.
- (10) Some fees and payments might vary depending on our (or our affiliate's) costs to provide the applicable products or services or any additional products or services that we (or our affiliate) provide. If those costs increase or we (or our affiliate) offer additional products or services, we will provide you with written notice. In addition, if those costs increase or we (or our affiliate) offer additional products or services, the fees and payments will not exceed 100% of our or our affiliates' costs to provide the applicable products or services.

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Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Franchise Agreement

Table 1: Conversion

Type of Expenditure (1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial franchise fee (2)	\$30,000	Installments if you sign Development Rights Agreement, lump sum if not	Upon signing Development Rights Agreement/Franchise Agreement	Us
Construction, interior and exterior improvements (3)	\$0 to \$500,000	Lump sum or progress payments	As needed	Contractors and vendors
Operating Assets (4)	\$0 to \$250,000	As incurred	Before opening	Contractors, vendors or us
Signage, interior & exterior branding (5)	\$100,000 to \$300,000	As incurred	As suppliers require	Contractors and vendors
Real estate	(Note 6)	(Note 6)	(Note 6)	(Note 6)
Opening inventory and supplies (7)	\$2,500 to \$10,000	As arranged	As incurred	Suppliers
Launch marketing (8)	\$1,000 to \$50,000	As arranged	Before opening	Suppliers
Training fees and expenses (9)	\$0 to \$60,000	As arranged	Before opening	Us and third parties
Miscellaneous opening costs (10)	\$0 to \$10,000	As arranged	As incurred	Government authorities, utilities, and other third parties
Bookkeeping system	\$100 to \$5,000	Lump sum	Before training	Third party vendor
Additional Funds – 3 months (11)	\$3,000 to \$60,000	As incurred	As incurred	Us and third parties
TOTAL ESTIMATED INITIAL INVESTMENT (12) (13)	\$136,600 to \$1,275,000 (Does not include real estate costs)			

Table 2: New Development

Type of Expenditure (1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial franchise fee (2)	\$30,000	Installments if you sign Development Rights Agreement, lump sum if not	Upon signing Development Rights Agreement/Franchise Agreement	Us
Construction, interior and exterior improvements (3)	\$500,000 to \$7,000,000	Lump sum or progress payments	As needed	Contractors and vendors
Operating Assets (4)	\$250,000 to \$1,000,000	As incurred	Before opening	Contractors, vendors, and us
Signage, interior & exterior branding (5)	\$100,000 to \$700,000	As incurred	As suppliers require	Contractors and vendors
Real estate	(Note 6)	(Note 6)	(Note 6)	(Note 6)
Opening inventory and supplies (7)	\$2,500 to \$10,000	As arranged	As incurred	Suppliers
Launch marketing (8)	\$10,000 to \$50,000	As arranged	Before opening	Suppliers
Training fees and expenses (9)	\$0 to \$60,000	As arranged	Before opening	Us and third parties
Miscellaneous opening costs (10)	\$1,000 to \$10,000	As arranged	As incurred	Government authorities, utilities, and other third parties
Bookkeeping system	\$100 to \$5,000	Lump sum	Before training	Third party vendor
Additional funds – 3 months (11)	\$10,000 to \$90,000	As incurred	As incurred	Us and third parties
TOTAL ESTIMATED INITIAL INVESTMENT (12) (13)	\$903,600 to \$8,955,000 (Does not include real estate costs)			

Explanatory Notes for Tables 1 and 2:

- (1) The amounts provided in Tables 1 and 2 reflect costs you will incur to either convert an existing vehicle service center to a Bosch Auto Service Shop or develop a new Bosch Auto Service Shop under the Franchise Agreement. Except for the initial franchise fee (which may be partially refundable under certain circumstances, as described in Item 5), all fees and payments are non-refundable. We base the low and high ranges in Tables 1 and 2 on an average size premises for a Shop, which ranges from 4,000 to 15,000 square

feet and has between 5 and 20 service bays. We base the low and high ranges in Table 1 on our expectation that you will not need to add any service bays to meet our System Standards. If you need to add any additional service bays, you will incur higher costs. We also base the low and high ranges in Tables 1 and 2 on the assumption that the Bosch Auto Service Shop has at least 3 technicians.

- (2) We describe the initial franchise fee in Item 5. The initial franchise fee is a \$30,000 lump sum payment if the Franchise Agreement is not covered by a Development Rights Agreement. You might pay part of the initial franchise fee sooner if you sign the Preliminary Agreement. If the Franchise Agreement is covered by a Development Rights Agreement, we will apply \$15,000 of the development fee towards the initial franchise fee, and you must pay the remaining \$15,000 when you sign the Franchise Agreement (except for the Franchise Agreement for the first Shop you commit to develop or convert (as applicable) under the Development Rights Agreement because you will pay a \$30,000 initial franchise fee (in lieu of a portion of the development fee) under that Franchise Agreement).
- (3) These figures cover the costs related to demolition, construction, remodeling, repair, insulation, doors and hardware, walls, ceilings, flooring, exterior painting, leasehold improvements and other fixed assets, cabinets, plumbing, HVAC, electrical, fire and security systems, and similar costs for development or conversion of a Bosch Auto Service Shop. You may need to develop or alter the Site's interior space to meet our then current specifications. These figures also cover the costs related to decorating, acquisition and installation of interior fixtures, interior painting and branding, and product displays. The amounts will vary depending primarily on the Shop's size, location and condition, and whether you are converting an existing vehicle repair center (or another structure) to a Bosch Auto Service Shop or constructing a building from the ground up. The low range in Table 2 estimates costs for a substantial renovation to an existing structure. The high range in Table 2 includes construction of a building from the ground up.
- (4) These figures cover your other Operating Assets, except for signage which is addressed separately in the tables. "Operating Assets" means the furniture, fixtures, vehicles, Computer System (defined below) components, tools, equipment, furnishings, and signs that we periodically require for the Shop. The "Computer System" means the computer-based, web-based application and/or other technological systems and services that we periodically specify, including hardware components, software, the Shop Management System (defined below), dedicated communication and power systems, printers, payment devices, and other computer-related accessories and peripheral equipment. The "Shop Management System" means the software and other intangible property associated with a point-of-sale system with certain back-office capabilities and related services that we periodically specify. Your costs for Operating Assets will vary primarily depending on the market in which the Shop is located, the size of your Shop, and whether you are converting an existing vehicle service center into a Bosch Auto Service Shop or developing a new Bosch Auto Service Shop.

- (5) These figures cover the costs related to signage (both interior and exterior) and interior and exterior branding. The cost of the interior signage will vary based on the size of your Shop. The cost of your exterior signage will vary depending on size, color, quantity and other specifications we require. All signage must conform to local codes.
- (6) Real estate costs will vary significantly. Typical locations are in high-traffic metropolitan areas but can also be in suburban and rural areas. The typical Site has 4,000 to 15,000 square feet and between 5 and 20 service bays. If you lease the Site, rent amounts can vary depending on factors such as size, condition, and location of the leased premises. If you are not already renting the Site at the time you sign the Franchise Agreement, you probably will also have to pay the landlord a first and last months' rent deposit and possibly a lease security deposit when you sign the lease. You may choose to purchase, rather than rent, real estate on which a building suitable for the Shop already is constructed or could be constructed. If you purchase, costs will depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the cost of a particular parcel of real estate, we are unable to estimate real property costs in a low-high range.
- (7) This figure includes costs for an initial supply of various floor mats, fender covers, wash rags, readily available automotive parts and other supplies used in the operation of the Shop, as well as other products that the Shop sells. These costs will vary according to the Shop's anticipated sales volume and current market prices for inventory and supplies.
- (8) You must conduct your launch marketing program according to our standards and specifications and, if applicable, your conversion plan. If you are converting an existing vehicle repair center to a Bosch Auto Service Shop, you must currently spend at least \$1,000 on launch marketing. If you are developing a new Bosch Auto Service Shop, you must currently spend at least \$10,000 on launch marketing. You may choose to spend more than the required minimum amount on the Shop's launch marketing. If we require, you must provide evidence to us of your approved program expenditures.
- (9) We do not charge a fee for providing the Initial Management Training Program or the Initial Shop Operations Training Program. If we determine that you or any of your personnel cannot complete the Initial Shop Operations Training Program to our satisfaction, then we may require you or your personnel to participate in additional training programs for which we may charge fees (currently \$6,000 per week). You also must pay your and your personnel's travel, living and other expenses while attending training. In addition, before you launch the Shop, you must arrange for your technicians and any other individuals we designate to attend and complete Technical Training. This general industry training is required for all vehicle service centers (not just Bosch Auto Service Shops) and will vary in substance and scope depending on applicable state law requirements, certification requirements, your personnel's existing technical automotive repair skills and experience, the types of vehicles your Shop will service, the types of services your Shop will provide, and other factors specific to each Bosch Auto Service Shop. Before the Launch, you must ensure that each of your technicians has completed

the necessary Technical Training to obtain all certifications required under applicable laws to perform vehicle maintenance, diagnosis and repair services, and related services at the Shop. You must pay for all Technical Training fees. You may not have to pay any training fees or expenses if your personnel successfully complete the Initial Management Training Program and Initial Shop Operations Training Program at the Shop site or remotely and your technicians have completed the necessary Technical Training before you sign the Franchise Agreement. The figures in the tables above estimate the costs for 0 to 20 technicians to complete pre-opening training.

- (10) This range estimates costs for insurance, utility deposits, business licenses, permits (including signage permits), professional fees and other miscellaneous prepaid and opening expenses you may incur in developing the Shop. If you convert an existing vehicle service center to a Bosch Auto Service Shop, you may not incur any pre-opening miscellaneous costs if you already have secured the requisite insurance, paid the necessary utility deposits for the vehicle service center, obtained the necessary business licenses and permits, and elect not to retain a lawyer or accountant (or if you already have paid a retainer to such professionals before signing the Franchise Agreement).
- (11) This amount estimates the funds needed to cover initial operating expenses for either an existing vehicle service center converted to a Bosch Auto Service Shop or a newly developed Bosch Auto Service Shop, including Shop management salaries, for a period of 3 months of operation (other than the items identified separately in the table). These figures are estimates, and we cannot guarantee you will not have additional expenses starting the business. We relied on our affiliates' more than 100 years of experience in the vehicle service industry and our franchisees' experience to prepare the estimate for additional funds.
- (12) If we (in our sole judgment) determine that your Shop would qualify as an ambassador location and be useful to us in our brand development activities, we may contribute up to \$200,000 towards approved exterior signage, Technical Training vouchers eligible for redemption on our training learning management system, and other approved Bosch-branded items and materials for the ambassador location, such as marketing materials, tools, and equipment. We may ask the ambassador locations to provide us additional assistance in terms of brand development, such as complying with additional branding requirements, allowing us to use the Shop for photo and video shoots, allowing prospective franchisees to tour the Shop, attending meetings and additional training programs, hosting events at the Shop, offering premium services to customers, and obtaining special tools and equipment. You will only be eligible to be considered an ambassador location if you develop a new Bosch Auto Service Shop or convert an existing vehicle service center that we determine is capable of meeting our standards for an ambassador location. We expect that we will only select 1 ambassador location in most states, although we may select up to 3 ambassador locations in certain states.
- (13) The estimate does not include any finance charge, interest, or debt service obligation. We do not offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing

generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

Development Rights Agreement

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development fee (1)	\$30,000 to \$135,000	Lump sum	Upon signing Development Rights Agreement	Us
Additional funds – 3 months (2)	\$1,000 to \$5,000	As incurred	As incurred	Third parties
Estimated initial investment for first Shop (3)	\$136,600 to \$8,955,000	As incurred	As incurred	Us and third parties
TOTAL ESTIMATED INITIAL INVESTMENT (4)	\$167,600 to \$9,095,000			

Explanatory Notes:

- (1) The development fee is \$15,000 multiplied by the number of Bosch Auto Service Shops to be developed and/or converted within the Development Area (excluding the first Shop you commit to develop or convert (as applicable) under the Development Rights Agreement because you will pay a \$30,000 initial franchise fee (in lieu of a portion of the development fee) when you sign the Franchise Agreement for the first Shop). We expect Development Rights Agreements to cover between 3 and 10 Bosch Auto Service Shops. We will apply \$15,000 of the development fee toward the initial franchise fee owed under each franchise agreement that the Development Rights Agreement covers (except for the franchise agreement for the first Shop).
- (2) This amount covers the costs needed to begin looking for sites in the Development Area and for business plan preparation and related expenses during the initial 3-month period after signing the Development Rights Agreement. There is no additional initial investment for training, real property, equipment, fixtures, other fixed assets, construction, remodeling, leasehold improvements, decorating costs, inventory, security deposits, utility deposits, business licenses or other prepaid expenses required under the Development Rights Agreement. You will incur costs for these and other expenses associated with developing or converting (as applicable) and operating a Bosch Auto Service Shop under the Franchise Agreement.
- (3) For each Shop that you develop under the Development Rights Agreement, you will execute our then current franchise agreement and incur the initial investment expenses

for the development of a single Shop as described in Item 7 of our then current franchise disclosure document. This estimate is based on the expenses described in the first two tables of this Item 7.

- (4) We relied on our affiliates' more than 100 years of experience in the vehicle service industry to prepare the estimate for additional funds. No part of this initial investment is refundable.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchise Agreement

System Standards

In order to strive for a uniform quality of products and services throughout Bosch Auto Service Shops, you must operate and maintain the Shop according to our System Standards. System Standards may regulate, among other things, the brands, types, and models of Operating Assets and other products and services you use to operate the Shop; required or authorized products and services or product and service categories; and designated or approved suppliers and distributors of these items, which might include or be limited to us and/or our affiliates.

We issue and modify our System Standards based on our, our affiliates' and our franchisees' experience in franchising and/or operating Bosch Auto Service Shops. We will notify you in our Operations Manual or in other written communications of our System Standards and names of designated and approved suppliers and distributors. We also provide our relevant standards and specifications to approved suppliers and distributors. Currently, the purchases and leases that you must make from us or our affiliates, from approved suppliers and distributors, or according to our System Standards represent approximately 80% of your total purchases and leases in establishing, and approximately 80% of your total purchases and leases in operating, the Shop.

Suppliers and Distributors

You must purchase or lease all Operating Assets and other products and services for the Shop according to the System Standards, and if we require, only from suppliers or distributors that we designate or approve, which may include or be limited to us or our affiliates.

Depending on certain factors concerning your experience and accounting capabilities, we may, at any time during the Franchise Agreement's term, require you to obtain and use revenue management services from an approved or designated supplier.

We provide access to the Shop Management System. We have contracted with a technology provider to provide the Shop Management System. Franchisees must participate in the arrangement according to the Tekmetric Participation Agreement (the "Participation Agreement") attached as Exhibit E to this disclosure document. As of the issuance date of this disclosure document, the Shop Management System includes tools related to inventory management,

customer data, vehicle repair data, financial data and appointment scheduling. We pay all initial mandatory license fees for your initial access to the Shop Management System. We currently pay all ongoing mandatory license fees to provide you with access to the Shop Management System but, at any time during the Franchise Agreement's term, we may (upon 30 days' written notice) require you to pay all of those ongoing mandatory license fees. If we provide that written notice to you, you will be responsible (at your expense) for all of those ongoing mandatory license fees. You must (at your expense) acquire all hardware, other accessories and other Computer System components, and pay all other costs and expenses, associated with your ongoing access to and use of the Shop Management System. You may purchase the hardware, other accessories and other Computer System components from any suppliers, as long as the items meet our System Standards. We also may periodically identify various additional or optional components or services associated with the Shop Management System and you may be required to pay initial or ongoing license fees or data migration costs for those components and services. We currently provide certain support services for the Shop Management System if you comply with all System Standards and processes related to the Shop Management System's support services and the Shop Management System generally, but we may discontinue those support services or require you to pay for all support services for the Shop Management System in the future.

Currently, our affiliate, RB LLC, is an approved supplier (but not the only approved supplier) of automotive parts for use at the Shop and a customer warranty program for those parts. In addition, our affiliate, BASS, is an approved supplier (but not the only approved supplier) of tools and equipment for use at the Shop. Our affiliate, BASS, is also an approved supplier (but not the only approved supplier) of Technical Training for personnel at the Shop. Our affiliate, RBTC, is an approved supplier (but not the only approved supplier) of power tools for use at the Shop. Our affiliate, BSH, is an approved supplier (but not the only approved supplier) of appliances for use at the Shop. We are an approved supplier (but not the only approved supplier) of furniture for use at the Shop. In the future, we may designate us and/or our affiliates as approved suppliers or the only approved supplier for additional products and services. We or our affiliates may derive revenue based on your purchases and leases, including from charging you for products and services that we or our affiliates provide to you and from promotional allowances, volume discounts, rebates, commissions, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We may derive revenue from your purchase of furniture for use at the Shop. RB LLC will derive revenue from your purchase of products that we or our affiliates manufacture or produce ("Bosch Products") and pay us a rebate of 4.3% of that revenue. BASS will derive revenue from your purchase of tools and equipment and your purchase of Technical Training services. RBTC may derive revenue from your purchase of power tools. BSH may derive revenue from your purchase of appliances. We and our affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate. In the fiscal year ended December 31, 2024, we did not derive any revenue from selling or leasing products or services to Bosch Auto Service Shop franchisees, but our affiliates collected about \$131,962 from providing automotive parts, a customer warranty program, tools and equipment to Bosch Auto Service Shop franchisees.

To maintain the quality of the goods and services that Bosch Auto Service Shops use and sell and our network's reputation, at our option, you must buy other automotive parts, certain software, signage, branded items, uniforms, furniture, Technical Training, customer warranty

programs, and marketing and promotional materials only from designated or approved suppliers or distributors. At our option, you must contract with one or more suppliers that we designate or approve to develop and/or implement Local Marketing. You can find the names of designated and approved suppliers, which we may periodically modify, in the Operations Manual or other written communications from us.

You must spend a minimum of \$30,000 each calendar year on Bosch Products for use in the Shop. We will prorate this amount during the first and last calendar year of the Franchise Agreement's term based on the number of days in those calendar years during which the Franchise Agreement is in effect. You must spend at least 50% of the minimum purchase requirement each calendar year on Bosch Products that are Fast Moving Trade Goods. We may increase the minimum purchase requirement each calendar year during the Franchise Agreement's term, but any increased minimum purchase requirement (1) will be consistent with our then current minimum purchase requirement for similarly situated Bosch Auto Service Shops and (2) will not exceed the prior calendar year's minimum purchase requirement by more than 10%. You must purchase the Bosch Products only from designated or approved distributors, as described above.

There are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, or real estate that you currently must purchase from us or designated or approved suppliers or distributors. None of our officers owns an interest in any supplier to Bosch Auto Service Shop franchisees.

If you want to use any Operating Assets or other products or services for or at the Shop that we have not yet evaluated, or purchase or lease any Operating Assets or other products or services from a supplier or distributor that we have not yet approved (for Operating Assets or other products and services that we require you to purchase only from designated or approved suppliers or distributors), you first must submit sufficient information, specifications and samples for us to determine whether the product or service complies with our standards and specifications and/or the supplier or distributor meets our criteria. We may condition our approval of a supplier or distributor on requirements such as product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) and/or other criteria. We do not make available to franchisees our criteria for approving suppliers. We may inspect the proposed supplier's or distributor's facilities and require the proposed supplier or distributor to deliver product or other samples to us for testing. We do not currently charge a fee to review a proposed new supplier, distributor or product but we may do so in the future to help cover our inspection and evaluation costs. We will use commercially reasonable efforts to notify you of our approval or disapproval within 30 business days after receiving all information we require. We may periodically re-inspect the facilities, products and services of any approved supplier or distributor and, upon notice to franchisees and/or the supplier, revoke our approval of any supplier, distributor, product or service that does not continue to meet our criteria. Despite these rights, we may limit the number of approved suppliers and/or distributors with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including if we have already designated an exclusive source (which might be us or our affiliate) for the applicable product or service or if we believe that doing so is in the best interests of the Bosch Auto Service Shop network. The Operations Manual may provide additional detail on the manner in which we grant and revoke approval of suppliers.

Neither we nor our affiliates received any payments or other consideration from suppliers during 2024 based on our franchisees' purchases from those suppliers.

We will not provide material benefits, like renewal or granting additional franchises, to franchisees based on their purchase of particular products or services or use of particular suppliers. We negotiate purchase arrangements with some suppliers, including price terms, for the benefit of our franchisees. In doing so, we seek to promote the overall interests of our franchise network and our interests as franchisor. There are currently no formal purchasing or distribution cooperatives in the Bosch Auto Service Shop franchise network.

Insurance

You must maintain in force at your sole expense the insurance coverage for the Shop in the amounts, covering the risks, and containing only the exceptions and exclusions that we periodically specify for similarly situated Bosch Auto Service Shops. All of your insurance carriers must be rated A- or higher by A. M. Best and Company, Inc. or using similar criteria as we periodically specify.

We may obtain a master insurance policy on behalf of the Bosch Auto Service Shop franchisees for certain types of coverage and require you to pay all or a portion of your proportionate share of coverage under the master insurance policy to us or directly to an approved or designated supplier. You are responsible for paying to third parties all claims or amounts that are denied insurance coverage, are not eligible for insurance coverage, or exceed any insurance coverage. It is your responsibility to determine whether you require or should obtain any additional insurance coverage beyond what we require or may provide.

Local Marketing

You must obtain our approval of the launch marketing plan for the Shop. You also must at your expense participate in the manner we periodically specify in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that we periodically designate for the Shop. Before using them, you must send to us, for our approval, all proposed Local Marketing that we have not prepared or previously approved within the previous 6 months. If you do not receive written notice of approval from us within 10 days after we receive the materials, they are deemed disapproved. You may not conduct or use any Local Marketing that we have not approved or have disapproved. At our option, you must contract with one or more suppliers that we designate or approve to develop and/or implement Local Marketing.

Shop Upgrades

In addition to your obligations to maintain the Shop according to System Standards, once during the Franchise Agreement's term, we may require you to substantially alter the Shop's and the Site's appearance, branding, layout and/or design, and/or replace a material portion of your Operating Assets, in order to meet our then current requirements for new similarly situated Bosch Auto Service Shops. You must incur any capital expenditures required to comply with this obligation and our requirements. Within 60 days after receiving written notice from us, you must have plans prepared according to the standards and specifications we specify and, if we require,

using architects and contractors we designate or approve, and you must submit those plans to us for our approval.

Development Rights Agreement

Each site is subject to our acceptance. The site must meet our then current site selection standards. Otherwise, the Development Rights Agreement does not require you to buy or lease from us or designated or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items to establish or operate the business under the Development Rights Agreement. However, you must follow our requirements under the Franchise Agreement for each Bosch Auto Service Shop you develop or convert.

Item 9

FRANCHISEE’S OBLIGATIONS

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

	Obligations	Section in Franchise Agreement	Disclosure document item
a.	Site selection and acquisition/lease	2.A., 2.B., 2.C. and 2.F. of Franchise Agreement; 2 and 3 of Preliminary Agreement; 9 of Development Rights Agreement	7, 8, 11 and 12
b.	Pre-opening purchases/leases	2.B., 2.C., 2.D. and 5 of Franchise Agreement; 5 of Preliminary Agreement; 1 of Participation Agreement	7, 8 and 11
c.	Site development and other pre-opening requirements	2 of Franchise Agreement	7, 8 and 11
d.	Initial and ongoing training	3 of Franchise Agreement	5, 6, 7 and 11
e.	Opening	2.E. of Franchise Agreement	11
f.	Fees	3.D., 3.E., 4, 5.G, 6.B, 8, 12.C., 13.B., 16.D. and 17.C. of Franchise Agreement; 4 of Participation Agreement; 1 of Preliminary Agreement; 4, 5, and 9 of Development Rights Agreement	5, 6, 7, 8 and 11
g.	Compliance with standards and policies/Operating Manual	3.E., 3.F., 5, 6.A., 6.D. and 9.A. of Franchise Agreement; 2 and 3 of Participation Agreement	6, 8 and 11
h.	Trademarks and proprietary information	9 and 10 of Franchise Agreement; 7 and 11 of Development Rights Agreement	13 and 14

	Obligations	Section in Franchise Agreement	Disclosure document item
i.	Restrictions on products/services offered	5.B., 5.C, 5.D. and 5.H. of Franchise Agreement	8, 11 and 16
j.	Warranty and customer service requirements	5 of Franchise Agreement	11 and 16
k.	Territorial development and sales quotas	2.G. of Franchise Agreement; 2, 5 and Exhibit A of Development Rights Agreement	8, 11 and 12
l.	On-going product/service purchases	5 of Franchise Agreement	8, 11 and 16
m.	Maintenance, appearance and remodeling requirements	5.A. and 5.H. of Franchise Agreement	8 and 11
n.	Insurance	5.G. of Franchise Agreement	6, 7 and 8
o.	Advertising	6 of Franchise Agreement	6, 7, 8 and 11
p.	Indemnification	9.E. and 16.D. of Franchise Agreement; 7 of Participation Agreement; 17 of Development Rights Agreement	6
q.	Owner's participation/ management/ staffing	1.C., 1.D. and 3 of Franchise Agreement	11 and 15
r.	Records and reports	7 of Franchise Agreement	6 and 11
s.	Inspections and audits	2.B., 2.C., 2.E., 3.E., 5.D. and 8 of Franchise Agreement	6
t.	Transfer	12 of Franchise Agreement; 8(b) of Participation Agreement; 16 of Development Rights Agreement	6 and 17
u.	Renewal	13 of Franchise Agreement	6 and 17
v.	Post-termination obligations	15 of Franchise Agreement	6 and 17
w.	Non-competition covenants	11 of Franchise Agreement; 11 of Development Rights Agreement; 2 of Principal's Agreement	17
x.	Dispute resolution	17 of Franchise Agreement; 17 of Development Rights Agreement	17

Item 10

FINANCING

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

Item 11

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

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

If you sign the Development Rights Agreement, then before you begin operating your business under that agreement, we will:

- (1) Determine the Development Area within which you will look for Bosch Auto Service Shop sites. (Development Rights Agreement – Section 2)
- (2) Determine the number of Bosch Auto Service Shops that you (or your Controlled Affiliate) must launch in the Development Area under the Development Schedule attached to the Development Rights Agreement. (Development Rights Agreement – Section 2)
- (3) Determine the Development Schedule and the deadlines by which you (or your Controlled Affiliate) must submit a complete site report for, sign a franchise agreement for, and launch and begin operating, each Bosch Auto Service Shop to be developed or converted (as applicable) under the Development Rights Agreement. (Development Rights Agreement – Section 5)

If you sign the Development Rights Agreement, then during your operation under that agreement, we will:

- (1) Grant or deny requests for extensions of the site report deadline, Franchise Agreement signing deadline and/or launch deadline on the Development Schedule. You must send us a \$7,500 extension fee with each request for an extension. If we grant the extension, the extension fee is non-refundable. If we deny the extension, we will refund the extension fee. (Development Rights Agreement – Section 5)
- (2) We will visit up to 2 proposed sites for each Bosch Auto Service Shop at no cost to you. For each Bosch Auto Service Shop on the Development Schedule, if you request any of our personnel to make more than 2 visits to the Development Area to tour proposed or potential sites, and we agree, then you must pay us a \$500 fee for each additional visit (after the first 2 visits) to cover part of our costs and expenses. (Development Rights Agreement – Section 9)
- (3) Approve sites for Bosch Auto Service Shops in the Development Area that meet our then current requirements. We generally do not own sites and lease them to franchisees, lease sites and sublease them to franchisees, or select sites for franchisees. We will not unreasonably withhold our approval of a site that meets our then current criteria for demographic characteristics; access, traffic patterns; parking; visibility; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. We also may consider the site's proximity to the Development Area's boundaries, other existing or potential sites for Bosch Auto Service Shops located outside the Development Area, and your (or your Controlled Affiliate's) Shops within the Development Area. (Development Rights Agreement – Section 9)

(4) Grant you (or your Controlled Affiliate) franchises to operate the Bosch Auto Service Shops at sites we approve in the Development Area. You (or your Controlled Affiliate) must sign our then current form of franchise agreement and any ancillary agreements for each Bosch Auto Service Shop developed or converted (as applicable) under the Development Rights Agreement, the terms of which may differ substantially from the terms contained in the Franchise Agreement attached to this disclosure document. (Development Rights Agreement – Sections 6 and 10)

Under the Franchise Agreement, before you launch the Shop (regardless of whether you convert an existing vehicle repair center at the Site to a Bosch Auto Service Shop or develop a new Bosch Auto Service Shop at the Site), we will:

(1) Approve a Site that meets our requirements. We describe our site selection process and your obligations above. Unless you are signing your first Franchise Agreement together with a Development Rights Agreement, we and you will not sign a Franchise Agreement until you have proposed and we have approved the Site. If you sign our Preliminary Agreement, we and you will agree on a Site Selection Area (as defined in Item 12) in which you must find a suitable Site for the Shop within 180 days. If you do not locate a site we approve for the Shop and/or you (or an Approved Entity) do not sign a franchise agreement with us within the 180-day period, then we may, at our option, terminate the Preliminary Agreement. We and you (or an Approved Entity) will not sign a franchise agreement until you have proposed and we have approved the Site for the Shop. (Preliminary Agreement – Sections 2, 3, 4 and 5; Franchise Agreement – Section 2.A)

(2) Train you and your personnel to operate a Bosch Auto Service Shop. We describe this training later in this Item 11. (Franchise Agreement - Sections 3.A to 3.D)

(3) Provide you access to our Operations Manual for use in operating the Shop during the Franchise Agreement's term. Our Operations Manual has a total of 78 pages as of the date of this disclosure document and its table of contents is attached as Exhibit G to this disclosure document. (Franchise Agreement – Sections 3.F and 5.H)

(4) Assist with the development of your launch marketing program. We describe our marketing programs and assistance below in this Item 11. (Franchise Agreement – Section 6.A)

Under the Franchise Agreement, before you launch the Shop, if you are converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop, we will also determine your conversion plan, which will provide you with a list and description of items that you must complete (and corresponding deadlines for each item) in order to convert an existing vehicle repair center into a Bosch Auto Service Shop. We do not provide any Operating Assets or other items for the Shop's development directly or deliver or install items. We will provide the names of approved suppliers and/or specifications for some items. (Franchise Agreement – Section 2.C(4)).

If you are developing a new Bosch Auto Service Shop at the Site or in any other circumstance where you are not converting an existing vehicle service center at the Site to a Bosch Auto Service Shop, instead of providing the conversion assistance described above, we will:

(1) Approve a lease, sublease or purchase agreement that meets our requirements. You must obtain our prior written approval of the terms of any lease, sublease or purchase agreement

for the Site before you sign it. If you lease the Site, the lease must contain certain terms and provisions that we may require, including provisions to protect our rights as your franchisor. You must give us a copy of the fully-signed lease or purchase agreement within 10 days after you and the landlord or seller, as applicable, have signed it. If you lease the Site, you may not sign any renewal or amendment of the lease that we have not approved. You must sign a lease or purchase agreement that we have approved, for a Site that we have approved, within 30 days after the Franchise Agreement's effective date; otherwise we may terminate the Franchise Agreement. (Franchise Agreement – Section 2.B(1))

(2) Provide you mandatory and suggested written specifications and layouts for a Bosch Auto Service Shop, which might include recommendations and/or requirements for dimensions, design, image, interior layout (including equipment placement), décor, Operating Assets, and color scheme. The Shop must contain all of the Operating Assets, and only the Operating Assets, that we periodically specify. We do not provide any Operating Assets or other items for the Shop's development directly or deliver or install items. We will provide the names of approved suppliers and/or specifications for some items. At our option, you must submit construction plans and specifications to us for approval before you begin constructing the Shop and all revised or "as built" plans and specifications during construction. Our review of any construction plans or specifications is limited to ensuring your compliance with our design requirements and the Franchise Agreement's other requirements. Our review of any construction plans or specifications is not designed to assess compliance with federal, state, or local laws and regulations, including the Americans with Disabilities Act, as compliance with those laws and regulations is your responsibility. We may periodically inspect the Site while you are developing the Shop. At your expense, you must construct, install trade dress and furnish all Operating Assets in, and otherwise develop, the Shop at the Site according to our standards, specifications and directions. (Franchise Agreement – Section 2.B(2) – 2.B(4))

Under the Franchise Agreement, during your operation of the Shop, we will:

(1) Advise you periodically regarding the Shop's operation based on your reports or our inspections. We will guide you on standards, specifications, operating procedures and methods that Bosch Auto Service Shops use, including guidance on establishing prices for products and services that the Shop offers (including prices for Corporate Customers (defined below)); purchasing required or recommended Operating Assets and other products; and other administrative procedures. We will guide you in our Operations Manual, in bulletins or other written materials, by electronic media, by telephone consultation, by virtual consultation, and/or at our (or our affiliate's) office or the Shop. If you request and we agree to provide additional or special guidance, assistance or training, you must pay our then applicable charges, including our personnel's per diem charges and any travel and living expenses. (Franchise Agreement – Section 3.E.)

(2) Provide updates to the Operations Manual and System Standards as we implement them. Our periodic modification of our System Standards (including to accommodate changes to the Computer System and the Marks), which may accommodate regional and/or local variations, may obligate you to invest additional capital in the Shop and incur higher operating costs, and you must comply with those obligations within the time period we specify. Although we retain the right to establish and periodically modify our business system, business formats, service techniques

and processes, products, methods, procedures, signs, designs, trade dress, standards, specifications, Marks and System Standards that you have agreed to follow, you retain the responsibility for the day-to-day management and operation of the Shop and implementing and maintaining System Standards at the Shop. We may vary our business system, business formats, service techniques and processes, products, methods, procedures, signs, designs, trade dress, standards, specifications, Marks and/or System Standards for any Bosch Auto Service Shop or group of Bosch Auto Service Shops based on the peculiarities of any conditions or factors that we consider important to its operations. (Franchise Agreement – Sections 3.F., 5.H., and 5.I.)

(3) Maintain and administer the Brand Fund (if we establish a Brand Fund) and the System Website. (Franchise Agreement – Section 6) We describe the Brand Fund and System Website below.

(4) We may establish and administer a Corporate Customer program. “Corporate Customers” are national, regional or other customer groups or associations who represent, or purport to represent, one or more individuals or entities who may (1) utilize the services of multiple Bosch Auto Service Shops; and/or (2) require or benefit from specific terms or provisions for the products or services that Bosch Auto Service Shops provide, including special insurance, experience, equipment, pricing, payment terms, turnaround requirements, or approvals. If we establish a Corporate Customer program, you must participate in that program in the manner that we periodically specify. You must comply with all Corporate Customer standards and procedures set forth in the Operations Manual and/or as we may otherwise communicate to you, as well as the specific terms of our arrangement with each applicable Corporate Customer. Corporate Customers may pay us or our affiliate certain fees to join the Corporate Customer program. (Franchise Agreement – Section 5.C.)

(5) We or our affiliates may offer, and/or arrange for a third party to offer, customer warranty program(s) to your customers. If we do so, we or our affiliates may monitor and manage compliance with the customer warranty program(s).

Shop Launch

If you are developing a new Bosch Auto Service Shop, we estimate the typical length of time between signing the Preliminary Agreement or the Franchise Agreement (which is when you will first pay us consideration to us for that franchise) and the Shop’s Launch Date is 6 to 18 months. If you are converting an existing vehicle service center to a Bosch Auto Service Shop, we estimate the typical length of time between signing the Franchise Agreement (which is when you will first pay us consideration for that franchise) and the Shop’s Launch Date is 2 to 6 months. The precise timing depends on the time it takes you to sign an accepted lease (if you are developing a new Bosch Auto Service Shop); the Site’s location and condition; the work needed to convert or develop the Shop according to our System Standards; completing training; obtaining financing; obtaining insurance; and complying with local laws and regulations, including those related to signage.

Advertising, Marketing and Promotion

Launch Marketing Program

You must, at your expense, implement a launch marketing program for the Shop according to the requirements in the Operations Manual, other System Standards, and, if applicable, the conversion plan. You must prepare and submit to us for our approval a proposed launch marketing program that covers a period before and after the Launch Date that we specify and contemplates spending at least the amount set forth in the conversion plan or Operations Manual, as applicable. You must implement the approved launch marketing program and, if we require, provide us with evidence of your approved program expenditures. (Franchise Agreement – Section 6.A)

Brand Fund

The “Brand Fund” is a marketing and brand fund for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for all or a group of Bosch Auto Service Shops that we periodically deem appropriate. We administer and control the Brand Fund for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for all or a group of Bosch Auto Service Shops that we periodically deem appropriate. You must pay us, via electronic funds transfer or another payment method we specify and together with each payment of the Royalty, a contribution to the Brand Fund in an amount that we periodically specify (currently, 2% of the Shop’s Gross Sales), subject to the Marketing Spending Requirement. We anticipate that all franchisees will contribute to the Brand Fund at the same rate. Each Bosch Auto Service Shop that we or our affiliate operates will contribute to the Brand Fund at either the same rate as you or a rate similar to the rate at which other Bosch Auto Service Shop franchisees contribute.

We have the right to designate and direct all programs that the Brand Fund finances, with sole control over the creative, digital and business concepts, materials, techniques and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing, producing and placing video, audio and written materials, electronic media and social media; developing, maintaining and administering one or more System Websites, online sales and customer retention programs, mobile applications, and other technologies used to reach customers and potential customers; administering national, regional, multi-regional and local marketing, advertising, promotional and customer relationship management programs, including purchasing trade journal, direct mail, Internet and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; soliciting and maintaining Corporate Customers; loyalty programs; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The Brand Fund may place advertising or other programs in any media, including print, radio, and television, on a local, regional or national basis. Our in-house staff, national or regional advertising agencies, and/or other contractors may produce advertising, marketing, promotional and other Brand Fund programs and materials. The Brand Fund also may reimburse Bosch Auto Service Shop operators (including us and/or our affiliates) for expenditures consistent with the Brand Fund’s purposes that we periodically specify. We also may implement programs that the Brand Fund could finance, but choose to finance them through other means, such as through your and other Bosch Auto Service Shop operators’ direct payments.

We will account for the Brand Fund separately from our other funds and not use the Brand Fund to pay any of our general operating expenses, except to compensate us and our affiliates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs we and they incur related to activities performed for the Brand Fund and its programs, including conducting market research, preparing advertising and marketing materials, maintaining and administering the System Website and/or social media, developing technologies to be used by the Brand Fund or its programs, collecting and accounting for Brand Fund contributions, and paying taxes on contributions. We will not use any Brand Fund contributions principally to solicit new franchise sales, although part of the System Website is devoted to franchise sales. The Brand Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified here.

In 2024, of the total monies spent by the Brand Fund, approximately 76% were spent on media placement and approximately 24% were spent on administrative expenses. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and give you the statement upon written request. While we do not intend for the Brand Fund to be audited, we may have the Brand Fund audited periodically at the Brand Fund's expense by an independent accountant we select.

We intend the Brand Fund to maximize recognition of the Marks and patronage of Bosch Auto Service Shops. Although we will try to use the Brand Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with those listed in this Item 11) that will benefit all or certain contributing Bosch Auto Service Shops, we need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions from Bosch Auto Service Shops operating in that geographic area, or that any Bosch Auto Service Shop benefits directly or in proportion to the Brand Fund contributions that it makes. We have no obligation to make any advertising expenditures in your geographic area. We have the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect Brand Fund contributions. We also may forgive, waive, settle and compromise all claims by or against the Brand Fund. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you for maintaining, directing or administering the Brand Fund.

At any time, we may defer or reduce a Bosch Auto Service Shop operator's contributions to the Brand Fund. Upon at least 30 days' written notice to you, we may reduce or suspend Brand Fund contributions and/or operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Brand Fund. If we terminate the Brand Fund, we will (at our option) either spend the remaining Brand Fund assets consistent with the provisions of this Item 11 or distribute the unspent assets to Bosch Auto Service Shop operators (including us and our affiliates, if applicable) then contributing to the Brand Fund in proportion to their contributions during the previous 12-month period. There currently are no advertising councils of franchisees that advise

us on advertising policies in the Bosch Auto Service Shop network. (Franchise Agreement – Section 6.B)

Local Marketing

You must at your expense participate in the manner we periodically specify in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that we periodically designate for the Shop, subject to the Marketing Spending Requirement. Before using them, you must send to us, for our approval, descriptions and samples of all proposed Local Marketing that we have not prepared or previously approved within the previous 6 months. If you do not receive written notice of approval from us within 10 days after we receive the materials, they are deemed disapproved. You may not conduct or use any Local Marketing that we have not approved or have disapproved. At our option, you must contract with one or more suppliers that we designate or approve to develop and/or implement Local Marketing.

On or before the date that we periodically specify during each calendar quarter, you must prepare and deliver to us, in a form and format that we periodically designate, a quarterly marketing plan describing your intended Local Marketing programs and expenditures for the next calendar quarter. The quarterly marketing plan must contemplate your spending enough on Local Marketing to comply with the Marketing Spending Requirement. You must make any changes to the quarterly marketing plan that we periodically specify (subject to the Marketing Spending Requirement) and implement the approved quarterly marketing plan according to the Franchise Agreement.

Advertising Cooperatives

Currently, there are no Cooperatives in the Bosch Auto Service Shop network. However, we may establish one or more Cooperatives. The Cooperative's members in any area are the owners of all of the Bosch Auto Service Shops located and operating in that area (including us and our affiliates, if applicable) that we have the right to require to participate in the Cooperative. Each member will contribute at the same rate. Each Cooperative will be organized and governed in a form and manner, and begin operating on a date, that we determine. Each Cooperative will, with our approval, develop, administer or implement advertising, marketing and promotional materials and programs for the area that the Cooperative covers. If we have established a Cooperative for the geographic area in which the Shop is located on the date you sign the Franchise Agreement, or if we establish a Cooperative in that area during the Franchise Agreement's term, you must sign the documents that we require to become a member of the Cooperative and to participate in the Cooperative as those documents require. Cooperatives will operate from written governing documents that members may review. You must contribute to the Cooperative the amounts that we determine, subject to our approval and the Marketing Spending Requirement.

All material decisions of the Cooperative (except for contribution levels, which we determine) will require the affirmative vote of more than 50% of all Bosch Auto Service Shops which must participate in the Cooperative (including, if applicable, those that we or our affiliates operate), with each Bosch Auto Service Shop receiving 1 vote. You must send us any reports that we or the Cooperative periodically require. Cooperatives will prepare annual or periodic financial

statements and make them available for us and the Cooperative's members to review. The Cooperative will operate solely to collect and spend Cooperative contributions for the purposes described above. The Cooperative and its members may not use any advertising, marketing or promotional programs or materials that we have not approved. We may form, change, dissolve and merge Cooperatives. (Franchise Agreement – Section 6.C.)

Marketing Spending Requirement

The Marketing Spending Requirement is the maximum amount that we can require you to spend on Brand Fund contributions, Cooperative contributions, and approved Local Marketing for the Shop during each calendar month, and is an amount we periodically specify up to 5% of the Shop's Gross Sales during that calendar month. Although we may not require you to spend more than the Marketing Spending Requirement on Brand Fund contributions, Cooperative contributions and approved Local Marketing, you may choose to do so. We will not count towards your Marketing Spending Requirement the cost of free or discounted products or services, coupons, special offers or price reductions that you provide as a promotion, signs, personnel salaries, administrative costs, employee incentive programs, or other amounts that we, in our reasonable judgement, deem inappropriate for meeting the Marketing Spending Requirement. We may periodically review your books and records and require you to submit reports periodically to determine your Cooperative contributions and Local Marketing expenses. If you fail to spend (or prove that you spent) the Marketing Spending Requirement in any month, then we may, in addition to our other rights, require you to pay us the shortfall as an additional Brand Fund contribution or to pay us the shortfall for us to spend on Local Marketing for the Shop. (Franchise Agreement – Section 6.E.)

System Website and Social Media

We or our designees may establish a website or series of websites or similar technologies, including mobile applications and other technological advances that perform functions similar to those performed on traditional websites, for the Bosch Auto Service Shop network to advertise, market and promote Bosch Auto Service Shops, the products and services they offer, and the Bosch Auto Service Shop franchise opportunity; to facilitate the operations of Bosch Auto Service Shops; and/or for any other purposes that we determine are appropriate for Bosch Auto Service Shops (those websites, applications and other technological advances are collectively called the "System Website"). We have the final decision concerning all information and functionality that appears on the System Website and will update or modify the System Website according to a schedule that we determine.

We own all intellectual property and other rights in the System Website and all information it contains, including the domain name or URL for the System Website and all subsidiary websites, the log of "hits" by visitors, and any personal or business data that visitors (including you, your personnel and your customers) supply. We may use the Brand Fund's assets to develop, maintain, support and update the System Website. We may implement and periodically modify System Standards related to the System Website and, at our option, may discontinue all or any part of the System Website, or any services offered through the System Website, at any time.

You may not develop, maintain or authorize any other website, other online presence or other electronic medium (such as mobile applications, kiosks and other interactive properties or technology-based programs) that mentions or describes you, the Shop or its products or services or that displays any of the Marks. Except for the System Website (if applicable), you may not conduct commerce or offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet or using any other technology-based program without our approval.

Nothing in the Franchise Agreement limits our right to maintain websites and technologies other than the System Website or to offer and sell products or services under the Marks from the System Website, another website or technology, or otherwise over the Internet (including to the Shop's customers and prospective customers) without payment or obligation of any kind to you. (Franchise Agreement – Section 6.F.)

If you are converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop, you must provide us with sufficient evidence for us to determine that you have removed all websites and social media pages associated with your existing vehicle repair center according to the timelines in the conversion plan. If any domain name or social media account contains the Marks or the “Bosch” name, you must transfer ownership and control of the domain name(s) and social media account(s) to us when you sign the Franchise Agreement.

You must comply with our policies and requirements, which we may periodically modify, concerning blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like X (formerly known as Twitter), virtual worlds, file, audio and video sharing sites like Pinterest, Instagram, Snapchat and TikTok, and other similar social networking or media sites or tools that in any way reference the Marks or involve the Shop. These policies may involve prohibitions on your and your representatives' use of social media related to the Marks or the Shop. (Franchise Agreement – Section 6.G.)

Computer System

You must obtain and use the Computer System in operating the Shop. If you are converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop, the conversion plan will describe the upgrades and modifications you must make to your existing computer system before the Launch Date. During the Franchise Agreement's term, we may periodically modify the specifications for and components of, and/or the technologies and functions for the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or license new or modified computer hardware, software, and other components and technologies and to obtain service and support for the Computer System. No contract limits the frequency or cost of this obligation. While we cannot estimate the future costs of the Computer System or required service or support at this time, you must incur any costs associated obtaining, updating, adding to, or modifying the Computer System and required service or support. You must obtain Computer System components that we designate and ensure that your Computer System functions properly within 60 days after we deliver notice to you.

You must also obtain and use the Shop Management System that we periodically designate. As described in Item 8, we have contracted with a technology provider to provide you the Shop Management System and you must participate in the arrangement with that provider according to

the Participation Agreement. As of the issuance date of this disclosure document, the Shop Management System includes tools related to inventory management, customer data, vehicle repair data, financial data and appointment scheduling. We will, at our expense, pay all initial and ongoing mandatory license fees to provide (or to contract with a third-party to provide) you access during the Franchise Agreement's term to the Shop Management System, including any replacement reflecting substantially the same functionality as the Shop Management System in place as of the date you sign the Franchise Agreement. You must (at your expense) acquire all hardware, other accessories and other Computer System components, and pay all other costs and expenses, associated with your ongoing access to and use of the Shop Management System. We also may periodically identify various additional or optional components or services associated with the Shop Management System and you may be required to pay initial or ongoing license fees or data migration costs for those components or services. If you are converting an existing vehicle service center at the Site to a Bosch Auto Service Shop, you must pay all data migration costs to move data from the existing vehicle service center's computer system to the Shop Management System. We, directly or through our designee, will provide (at our expense) support services for the Shop Management System, if you comply with all System Standards and processes related to our support services and to the Shop Management System generally. Except as described in this paragraph, you must pay all costs related to the Computer System.

You will use the Computer System, including the Shop Management System, to operate the Shop. The Computer System will generate and store sales, inventory, pricing, customer data, vehicle repair data, cost information and other operations-related data. It will cost approximately \$0 to \$10,000 to acquire the Computer System hardware and obtain initial licenses for the required software for the Shop (other than the Shop Management System, which we will provide to you at our expense). These costs may vary depending on the number of terminals the Shop needs. Other than our obligations regarding the Shop Management System, neither we, our affiliate, nor any third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to the Computer System. Because of varying system needs and market conditions, we are unable to estimate the annual cost of required hardware and software (other than the Shop Management System) and other optional maintenance, updating, upgrading or support contracts for the Computer System.

We and our affiliates may condition any license of required or recommended proprietary software to you, and/or your use of technology developed or maintained by or for us (including the System Website), on your signing a software license agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging your consent to and accepting the terms of a click-through license agreement), that we and our affiliates periodically specify to regulate your use of, and our (or our affiliate's) and your respective rights and responsibilities concerning, the software or technology. Except for the Shop Management System, we and our affiliates may charge you up-front and ongoing fees for any required or recommended proprietary software or technology that we or our affiliates license to you in the future and for other Computer System maintenance and support services provided during the term of the Franchise Agreement.

We will have independent, unlimited access to, and the ability to download, all information in your Computer System at any time, including continuous independent access to all names, contact information, financial information, vehicle information, ordering history and other personal information of or relating to the Shop's customers and prospective customers, other than

records regarding labor relations and employment practices for Shop employees. No contract limits our right to access this information. Apart from your obligation to buy, use, and maintain the Computer System according to our standards and specifications, and except to the extent that we are responsible for the costs related to the Shop Management System, you have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) any consequences if the Computer System is not properly operated, maintained, and upgraded. The Computer System permits 24 hours per day, 7 days per week electronic communications between you and us. (Franchise Agreement – Section 2.D)

Training

Our current training program that we provide to new franchisees after signing the Franchise Agreement and before launching the Bosch Auto Service Shop includes our Initial Management Training Program and Initial Shop Operations Training Program. You must complete the Initial Management Training Program and the Initial Shop Operations Training Program before launching the Shop. Shawn Dupuie, our Senior Director of Sales and Operations, who has over 24 years of experience in the training design, development and delivery space along with workshop consulting, management and ownership experience, manages our training programs. Shawn joined us in 2022. The Operations Manual and various training guides serve as instructional materials.

Initial Training Program

Your Managing Owner and General Manager must participate in the Initial Management Training Program and complete the program to our satisfaction at least 1 day before launching the Shop. The Initial Management Training Program will include training on-site at the Shop. We do not charge any fees for these people to participate in the Initial Management Training Program. You may choose to send additional people to attend and complete the Initial Management Training Program at no additional charge.

In addition, your General Manager, service managers, service advisors, technicians, clerical personnel, parts personnel and any other individuals we designate must participate in the Initial Shop Operations Training Program and complete the program to our satisfaction before launching the Shop. The Initial Shop Operations Training Program will occur periodically during the period before the Launch Date to assist with training on System Standards. The Initial Shop Operations Training Program may include on-site training at the Shop and/or remote training (including via Internet access). We do not charge any fees for these people to participate in the Initial Shop Operations Training Program. If we decide that you or your personnel cannot complete the Initial Shop Operations Training Program to our satisfaction, we may require you or your personnel to participate in additional training programs at your expense and for which we may charge fees (currently, \$6,000 per week). You may choose to send additional people to attend and complete the Initial Shop Operations Training Program at no additional charge.

We conduct the Initial Management Training Program and Initial Shop Operations Training Program at your Shop and/or remotely as often as needed to train new franchisees. There is no set frequency for the program. The following tables describe our current Initial Management Training Program and Initial Shop Operations Training Program:

INITIAL MANAGEMENT TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
Business Management Training	0	16	At Shop Site
Accounting Process and P&L Training	0	8	At Shop Site
Parts Process and Inventory Process Training	0	8	At Shop Site
Total	0	32	

INITIAL SHOP OPERATIONS TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
SMS Installation & Training / Migration	0	60	At Shop Site
Operational Process and Procedure Training	0	80	At Shop Site
Marketing and Promotions Training	0	8	At Shop Site
WBT Platform Training	0	2	At Shop Site or Remote
Learning Management System Training (BATS)	0	2	At Shop Site or Remote
Total	0	152	

Before you launch the Shop, you must arrange for your technicians and any other individuals we designate to attend and complete Technical Training. This general industry training is required for all vehicle service centers (not just Bosch Auto Service Shops) and will vary in substance and scope depending on applicable state law requirements, certification requirements, your personnel's existing technical automotive repair skills and experience, the types of vehicles your Shop will service, the types of services your Shop will provide, and other factors specific to each Bosch Auto Service Shop. Before the Launch, you must ensure that each of your technicians has completed the necessary Technical Training to obtain all certifications required under applicable laws to perform vehicle maintenance, diagnosis and repair services, and related services at the Shop. You may, but are not required to, arrange for our affiliate, BASS, to provide certain Technical Training to your personnel, but BASS will not provide all Technical Training to you. If

you choose to arrange for BASS to provide certain Technical Training, then you must pay BASS its then current technical training fees (currently \$0 to \$50,000 per person).

Although BASS is not able to provide all required initial Technical Training, the following table provides a sample of the current Technical Training that you may arrange for BASS to provide to your personnel:

SAMPLE INITIAL TECHNICAL TRAINING PROVIDED BY BASS

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
Electrical Part 1	16	0	Plymouth, Michigan
Electrical Part 2	16	0	Plymouth, Michigan
Essential Diesel Knowledge	16	0	Plymouth, Michigan
Deductive Reasoning with Diagnostic Strategies	8	0	Plymouth, Michigan
Electric & Hybrid Vehicle Overview	8	0	Plymouth, Michigan
Understanding Wiring Diagrams and CAN Network	8	0	Plymouth, Michigan
Advanced Driver Assistance Systems (ADAS)	8	0	Plymouth, Michigan
Intro to EV, Hybrid, and 48 Volts Systems	8	0	Plymouth, Michigan
Understanding Gasoline Direct Injection (GDI)	8	0	Plymouth, Michigan
Understanding Braking Technology	8	0	Plymouth, Michigan
Total	104	0	

Ongoing Training

During the Franchise Agreement’s term, we may require you and/or your personnel, including your Managing Owner and General Manager, to attend and satisfactorily complete various training courses and programs and evaluation programs, including online training, that we choose to provide periodically at the times and locations we designate. Your personnel whom we periodically specify also must attend any conventions or other programs that we periodically specify for some or all Bosch Auto Service Shops. At our option, we may provide ongoing training to you using video conferencing, online meetings or other forms of virtual communication. We may charge fees for these training courses, programs and conventions (currently, \$6,000 per week).

We may also require you, or you may elect, to obtain additional Technical Training courses for your personnel to meet System Standards. You may choose to obtain additional Technical Training courses from a supplier approved by us (which may include our affiliate, BASS). You must pay all training fees for additional Technical Training. At all times during the Term, you must ensure that each of your technicians has completed the necessary Technical Training to obtain

and maintain all certifications required under applicable laws to perform vehicle maintenance, diagnosis and repair services, and related services at the Shop. If you choose to arrange for BASS to provide additional Technical Training, then you must pay BASS its then current training fees (currently \$0 to \$50,000 per person).

If you request and we agree to provide additional or special guidance, assistance, or training, you must pay us then applicable charges, including per diem charges and any travel and living expenses for our personnel. Any specific ongoing training, conventions, advice or assistance that we provide does not create an obligation to continue providing that specific training, convention, advice or assistance, all of which we may discontinue and modify at any time. (Franchise Agreement – Sections 3.A to 3.E)

Item 12

TERRITORY

Preliminary Agreement

When you sign the Preliminary Agreement, we and you will designate a “Site Selection Area” within which you will focus your site selection activities. The Site Selection Area will vary widely depending on the market where you are looking for a site. We will identify the Site Selection Area by streets or other natural boundaries. There is no minimum size for Site Selection Areas.

During the Preliminary Agreement's term only, neither we nor our affiliates will operate, or authorize any other party to operate, a Bosch Auto Service Shop the physical premises of which are located within the Site Selection Area. We and our affiliates have the right to engage in any activities we or they deem appropriate that the Preliminary Agreement does not expressly prohibit, whenever and wherever we or they desire. After the Preliminary Agreement expires or is terminated, regardless of the reason (even if we and you (or an Approved Entity) sign a Franchise Agreement), we and our affiliates may engage, and allow others to engage, in any activities we desire within and outside the Site Selection Area without any restrictions whatsoever. This includes the right to develop and operate, and grant rights to others to develop and operate, Bosch Auto Service Shops and any similar or dissimilar businesses at any location (whether within or outside the Site Selection Area, and even at a site that you proposed to us), whether under the Marks or other marks, and on any terms we deem appropriate, subject only to your (or an Approved Entity's) rights under franchise agreements with us then in effect.

You have no other options, rights of first refusal or similar rights to acquire additional franchises under the Preliminary Agreement. Continuation of your territorial exclusivity under the Preliminary Agreement does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Site Selection Area or your territorial rights in the Site Selection Area. There are no restrictions under the Preliminary Agreement on you soliciting and accepting customers located anywhere. We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, and other direct marketing, to solicit and make sales to customers located anywhere using the Marks and other trademarks without compensating you.

Franchise Agreement

You will operate the Shop at a specific Site that we first must approve. If your lease expires or is terminated without your fault, or if the Shop is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate the Shop to a new site that we approve. You will relocate at your expense and must comply with the Franchise Agreement's provisions regarding development of the new location and de-identification of the old location. You must reimburse us for our reasonable costs incurred in the relocation.

You will not receive any exclusive, protected or other territorial rights. Therefore, we will not grant a minimum territory to you.

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

There are no limits on where we or our affiliates may establish and operate, or grant others the right to establish and operate, another Bosch Auto Service Shop or any other business. At all times, we and our affiliates have the right to engage in any activities we or they deem appropriate that the Franchise Agreement does not expressly prohibit, whenever and wherever we or they desire.

There are no restrictions on your soliciting and accepting customers located anywhere. You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, and other direct marketing, to make sales anywhere (as opposed to advertising and marketing). We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, and other direct marketing, to solicit and make sales to customers located anywhere using the Marks and other trademarks without compensating you.

Under the Franchise Agreement, you have no options, rights of first refusal, or similar rights to acquire additional franchises.

Except as described in Item 1, neither we nor our affiliates operate, franchise, or have present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those that Bosch Auto Service Shops offer, although we and they have the right to do so.

Development Rights Agreement

If we and you sign a Development Rights Agreement, we and you will identify the Development Area within which you and your Controlled Affiliates will develop or convert (as applicable) Bosch Auto Service Shops in an exhibit to the Development Rights Agreement before signing it. We typically determine Development Areas using zip codes. The Development Area's size will vary depending on the number of Bosch Auto Service Shops in the Development Schedule. We expect the minimum size for a Development Area to be a zip code.

We and you will agree on the number of Bosch Auto Service Shops that you or your Controlled Affiliates must launch, and the dates by which you and they must launch them, to keep

your territorial rights and insert this information in the Development Rights Agreement before signing it. Franchises that we grant to your Controlled Affiliates will count toward your Development Schedule. You and your Controlled Affiliates may not develop Bosch Auto Service Shops outside the Development Area.

If you are complying with the Development Rights Agreement, and you and your affiliates are complying with all Franchise Agreements and other agreements between us (or our affiliate) and you (or your affiliates), then, during the Development Rights Agreement's term only, neither we nor our affiliates will operate, or authorize any other party to operate, Bosch Auto Service Shops the physical premises of which are located within the Development Area. We and our affiliates may at all times engage in any activities we or they deem appropriate that the Development Rights Agreement does not expressly prohibit, whenever and wherever we or they desire, including those rights listed in (a) through (c) above (to the extent not expressly prohibited under the Development Rights Agreement).

To maintain your rights under the Development Rights Agreement, for each Bosch Auto Service Shop, you must submit a site report, sign a franchise agreement and launch and begin operating that Bosch Auto Service Shop according to the applicable franchise agreement on or before the deadlines listed in the Development Schedule. The site for each Bosch Auto Service Shop must meet our then current site selection standards. If you need an extension, you must submit a written request and a \$7,500 extension fee to us before the applicable deadline. If you fail to meet the Development Schedule, we may terminate the Development Rights Agreement. In addition, to retain your rights under the Development Rights Agreement, each Bosch Auto Service Shop it covers must operate continuously during the agreement's term, otherwise we may terminate the Development Rights Agreement.

Upon the occurrence of any event that allows us to terminate your Development Rights Agreement, in addition to our other rights, we may:

(1) temporarily suspend or permanently terminate your right to develop or convert new Bosch Auto Service Shops in any geographic area that is part of the Development Area. If that occurs (i) your territorial rights and the territorial restrictions on us and our affiliates will no longer apply in that geographic area, and (ii) we (and our affiliates) may operate, and authorize any other parties to operate, Bosch Auto Service Shops the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions, subject only to your (or your Controlled Affiliate's) rights under then existing franchise agreements; and/or

(2) reduce the number of remaining Bosch Auto Service Shops to be developed or converted under the Development Schedule, and if that happens you must comply with the reduced Development Schedule that we provide in our written notice. Upon our exercise of these rights, we need not refund any portion of the development fee paid relating to the Bosch Auto Service Shops that you are no longer permitted or required to develop or convert, nor apply any of that portion of the development fee towards the initial franchise fee payable under franchise agreements that you (or your Controlled Affiliate) signs after that.

Except for these situations, continuation of your territorial rights in the Development Area does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Development Area or modify your territorial rights in the Development Area. You have no other options, rights of first refusal or similar rights to acquire additional franchises. When the Development Rights Agreement terminates or expires, we (and our affiliates) may operate, and authorize any other parties to operate, Bosch Auto Service Shops the physical premises of which are located within the Development Area and engage, and allow others to engage, in any other activities we desire within and outside the Development Area without any restrictions, subject only to your (or your Controlled Affiliates’) rights under existing franchise agreements with us.

Item 13

TRADEMARKS

We grant you the non-exclusive right under the Franchise Agreement to use and display the Marks in operating, marketing, and advertising the Shop. Robert Bosch GmbH, our affiliate (“Licensor”), registered the following principal Marks on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date	Affidavits Filed?	Registration Renewed?
Bosch	5440334	April 10, 2018	Yes	N/A
Bosch	1335927	May 14, 1985	Yes	Yes
Armature Logo	4412647	October 8, 2013	Yes	N/A
Armature Logo	1303123	October 30, 1984	Yes	Yes

Licensor has licensed us the right to use the Marks and to sublicense the use of the Marks to you and other franchisees for the operation of Bosch Auto Service Shops in the United States under a license agreement dated March 8, 2022 (the “Trademark License Agreement”). We must pay to Licensor a trademark royalty for the right to use and sublicense the use of the Marks. The Trademark License Agreement’s term expired on December 31, 2024 and will automatically extend for periods of 1 year each, unless earlier terminated. We or Licensor may terminate the Trademark License Agreement without cause by giving written notice of termination 6 months before the end of the initial term or the end of any subsequent calendar year. We or Licensor may also terminate the Trademark License Agreement if the other party breaches the Trademark License Agreement, we or Licensor experience financial difficulties, essential changes take place in the control of our capital or voting rights or in our commercial, sales or technical management, or we are prevented from complying with our obligations under the Trademark License Agreement

for an extended period of time due to a force majeure event. The Trademark License Agreement will automatically terminate if (a) Licensor is prevented from freely exercising its rights regarding the Marks in the United States or (b) Licensor's participation in us is 50% or less or if Licensor is prevented from freely exercising its rights under its majority participation. If the Trademark License Agreement terminates, we must stop using and sublicensing the Marks and you must discontinue all use of the Marks. No other agreement significantly limits our rights to use or license the use of the Marks in a manner material to the franchise.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, any state trademark administrator, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks.

You must notify us immediately of any actual or apparent infringement of or challenge to your use of any Mark, or of any person's claim of any rights in any Mark. We or our Licensor may take the action that we or it deems appropriate (including no action) and control exclusively any litigation, United States Patent and Trademark Office proceeding or other proceeding regarding any infringement, challenge or claim or otherwise concerning any Mark. At our option, we or our Licensor may defend and control the defense of any litigation or proceeding regarding any Mark.

We will reimburse you for all damages and expenses you incur or for which you are liable in any proceeding challenging your right to use any Mark, but only if your use has been in compliance with the Franchise Agreement, the Operations Manual and System Standards and you have timely notified us of, and comply with our directions in responding to, the proceeding.

If we believe at any time that it is advisable for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions. We need not reimburse you for your expenses in complying with these directions (such as costs you incur in changing the Shop's signs or replacing supplies), for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

The Development Rights Agreement does not grant you any rights to use the Marks. You derive the right to use the Marks only under a franchise agreement.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We claim copyrights in the Operations Manual, System Website content, advertising, training and promotional materials, and similar items used in operating the Shop. We have not registered these copyrights with the U.S. Registrar of Copyrights but need not do so at this time to protect them. You may use these materials only as we specify while operating the Shop and must modify or discontinue using them as we direct.

There currently are no effective determinations of the United States Patent and Trademark Office, United States Copyright Office or any court regarding any of the copyrighted materials. No agreement limits our right to use or license the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your using the copyrighted materials. We need not protect or defend copyrights or take any action if notified of infringement, and you have no obligation to notify us of any infringement. We may take the action we deem appropriate (including no action) and exclusively control any proceeding involving the copyrights. No agreement requires us to participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright or claims from your use of copyrighted items.

We will disclose certain Confidential Information, including the information in the Operations Manual, to you during the Franchise Agreement's term. "Confidential Information" includes development plans for Bosch Auto Service Shops; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Bosch Auto Service Shops, including vehicle diagnosis, service and repair techniques; marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials and programs for Bosch Auto Service Shops; knowledge of specifications for, and suppliers and distributors of, and methods of ordering, certain Operating Assets and other products that Bosch Auto Service Shops use and/or sell; knowledge of the operating results and financial performance of Bosch Auto Service Shops other than the Shop; terms of arrangements and other data associated with Corporate Customers; customer communication and retention programs; and any other information we reasonably designate as confidential or proprietary. However, Confidential Information does not include information, knowledge or know-how that is or becomes generally known in the vehicle repair industry (without violating an obligation to us or our affiliate) or that you knew from previous business experience before we provided it to you or before you began training or operating the Shop.

The Confidential Information is proprietary and includes our trade secrets. You and your owners (a) may not use any Confidential Information in any other business or capacity, whether during or after the Franchise Agreement's term; (b) must keep the Confidential Information absolutely confidential, both during the Franchise Agreement's term and after for as long as the information is not in the public domain; (c) may not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; (d) must adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Shop personnel and others needing to know the Confidential Information to operate the Shop, and using confidentiality agreements with those having access to Confidential Information; and (e) may not sell, trade or otherwise profit in any way from the Confidential Information, except during the Franchise Agreement's term using methods we approve.

The Development Rights Agreement does not grant you any right to use our copyrighted materials or Confidential Information. You derive the right to use these items only under a franchise agreement with us.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchise Agreement

Only you are authorized to operate the Shop. You must operate the Shop for the Franchise Agreement's entire term and at all times faithfully, honestly and diligently perform your obligations and fully exploit the rights granted under the Franchise Agreement.

If you are an entity, an individual whom we approve (the "Managing Owner") must at all times during the term of the Franchise Agreement: (a) own more than 50% of the ownership interests in you; (b) devote sufficient time and attention to the promotion and operation of the Shop to ensure its proper operation and compliance with the Franchise Agreement; and (c) have the authority to direct and control your management and policies without the vote or consent of any other person or entity. The Franchise Agreement does not require the Managing Owner to participate personally in the direct, on-premises operation of the Shop, but we recommend that the Managing Owner does so.

You must also designate an individual as your General Manager. The "General Manager," whom we must approve and who must successfully pass a background check, will serve as the Shop's general manager and devote all of his or her business time and attention to the on-premises management and operation of the Shop. The General Manager need not have any ownership interest in the Shop or in you, but must have the authority over all day-to-day business decisions for you and the Shop. The Managing Owner and General Manager must complete the Initial Management Training Program to our satisfaction. In addition, the General Manager must complete the Initial Shop Operations Training Program to our satisfaction. If the General Manager fails to serve in this capacity, you must designate a replacement, whom we approve, and ensure that he or she satisfactorily completes the training that we then require, within 60 days.

The Managing Owner and each other owner who owns more than 10% of the ownership interests in you must sign a guaranty promising to be personally bound, jointly and severally, by all of Franchise Agreement's provisions and any ancillary agreements between you and us. We do not require owners' spouses to sign guaranties.

The General Manager and all of the Shop's employees having access to Confidential Information must sign agreements in a form we reasonably specify under which they agree to comply with the confidentiality restrictions in the Franchise Agreement. We also may require your General Manager (and/or your owners, officers, directors or other individuals we designate) to comply with certain non-monetary obligations in the Franchise Agreement (for example, confidentiality and non-competition) by having them sign our Principal's Agreement (Exhibit F).

Development Rights Agreement

You must develop your Development Area according to the Development Schedule. We recommend that you (or, if you are an entity, your owners) personally supervise your development of Bosch Auto Service Shops. Under the Development Rights Agreement your personnel need not have an equity interest in any Bosch Auto Service Shop or in you. Personnel need not attend our training program. If you are an entity, your owners need not sign any personal guarantees of your obligations under the Development Rights Agreement.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Shop must offer all products (including items for retail sale) and services that we periodically specify as being mandatory. You may not offer, sell, or provide at the Shop, the Site or any other location any products or services that we have not authorized. You must discontinue offering, selling or providing any products or services that we at any time disapprove in writing. You may not sell any products at wholesale without our written consent nor offer products or services from any location other than the Site without our approval. We may periodically change the types of goods and other authorized services and products for the Shop and there are no limits on our right to make changes.

Unless we provide our prior written consent to allow you to operate another business at the Site, you must not use the Shop or any part of the Site (including any parking area or adjacent location) for any purpose other than operating a Bosch Auto Service Shop in compliance with the Franchise Agreement. You may not operate any other business from the Site without our prior written consent. We may, at our sole option, provide our written consent if the other business: (a) has a separate entrance from the Shop; (b) has separate branding and will not use the Marks or any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or any other indicia of a Bosch Auto Service Shop in any manner; (c) is not a competitive business; and (d) does not reflect unfavorably (in our sole judgment) on us, the network of Bosch Auto Service Shops or the Marks. You must obtain our prior written consent before converting any other business at the Site into a new business.

We may establish and administer a Corporate Customer program. If we establish a Corporate Customer program, you must participate in that program in the manner that we periodically specify. You must comply with all Corporate Customer standards and procedures set forth in the Operations Manual and/or as we may otherwise communicate to you, as well as the specific terms of our arrangement with each applicable Corporate Customer. Corporate Customers may pay us or our affiliate certain fees to join the Corporate Customer program.

Our System Standards may regulate, and periodically specify, maximum or other pricing requirements for products and services that the Shop offers, including requirements for promotions, special offers and discounts in which some or all Bosch Auto Service Shops participate, to the maximum extent the law allows; standards, requirements and procedures for participation in the Corporate Customer program; requirements for vehicles, services, training, qualifications, conduct and appearance of personnel, and format and use of materials and supplies;

and issuing and honoring gift certificates, gift cards, stored value cards and similar items and participating in other promotions, including any customer loyalty programs and promotions and procedures for resolving customer complaints.

You must participate in, offer to each customer, and honor claims under the warranty programs that we periodically require.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	1.B. and 13.C. of Franchise Agreement; 5 of Participation Agreement; 12 of Development Rights Agreement; 6 of Preliminary Agreement	<p>Franchise Agreement expires 10 years after the date upon which you complete all steps to launch and we authorize you to launch. If you continue operating after expiration, we may treat the term as extended on a week-to-week basis until either we or you deliver notice ending that extension.</p> <p>Participation Agreement expires on the earlier of (a) the expiration (without renewal) or termination of our agreement with the Shop Management System provider or (b) the date on which all franchise agreements with us have terminated or expired (without signing a successor franchise agreement).</p> <p>Development Rights Agreement expires when the final franchise agreement under the Development Schedule is signed.</p> <p>Preliminary Agreement automatically expires if you (or an Approved Entity) and we sign a franchise agreement.</p>
b. Renewal or extension of the term	13.A. of Franchise Agreement	<p>Under the Franchise Agreement you may acquire 1 successor franchise of 5 years if you have complied with your obligations under the Franchise Agreement and other agreements, you provide written notice, you demonstrate the right to maintain possession of the Site for at least 5 years following expiration, you have renovated and/or remodeled the Shop to meet then current requirements for new similarly situated Bosch Auto Service Shops, and we are still offering franchises for the development of new Bosch Auto Service Shops.</p> <p>Under the Development Rights Agreement, you may not extend or renew the term.</p>

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew or extend	13.B. of Franchise Agreement	<p>“Renewal” means signing our then current franchise agreement, which could contain materially different terms and conditions than your previous agreement.</p> <p>Under the Franchise Agreement, upon renewal, you must sign our then current form of franchise agreement (which may be materially different from the Franchise Agreement), pay us successor franchise fee equal to 25% of the then current initial franchise fee and sign release (to the extent state law allows).</p>
d. Termination by franchisee	14.A. of Franchise Agreement and 7 of Preliminary Agreement	<p>You may terminate the Franchise Agreement if we materially breach and fail to cure within 30 days after notice or, if we cannot reasonably correct the breach in 30 days, then if we do not cure within a reasonable time. You have no right to terminate the Development Rights Agreement except as applicable law allows. You may terminate the Preliminary Agreement at any time before you (or an Approved Entity) sign the franchise agreement.</p>
e. Termination by franchisor without cause	5 of Participation Agreement; 7 of Preliminary Agreement	<p>We may not terminate the Franchise Agreement or Development Rights Agreement without cause.</p> <p>We may terminate the Participation Agreement without cause, effective 30 days after our delivery of written notice of termination to you.</p> <p>We may terminate the Preliminary Agreement within 30 days after signing it.</p>
f. Termination by franchisor with cause	14.B.-C. of Franchise Agreement; 5 of Participation Agreement; 13 and 14 of Development Rights Agreement; 7 of Preliminary Agreement	<p>We may terminate the Franchise Agreement and Development Rights Agreement if you or your owners commit any one of several violations, including your failure to comply with the Development Schedule.</p> <p>We may exercise a list of alternative remedies instead of terminating the Franchise Agreement and/or Development Rights Agreement.</p> <p>We may terminate the Participation Agreement if you breach any of your obligations under that agreement. We may also terminate the Franchise Agreement if you breach your obligations under the Participation Agreement.</p> <p>We may terminate the Preliminary Agreement if you commit any one of several violations, including your failure to secure approval of Site and/or failure by you (or an Approved Entity) to sign Franchise Agreement within 180 days.</p>
g. “Cause” defined – curable defaults	14.B. of Franchise Agreement	<p>Under the Franchise Agreement you have 72 hours to fully cure violations of law, 10 days to cure payment defaults and 30 days to cure other defaults not listed in (h) below. There are no curable defaults under the Development Rights Agreement or the Preliminary Agreement.</p>

Provision	Section in franchise or other agreement	Summary
h. “Cause” defined – non-curable defaults	14.B. of Franchise Agreement; 13 of Development Rights Agreement; 7 of Preliminary Agreement	<p>Non-curable defaults under the Franchise Agreement include material misrepresentation or omission, failure to satisfactorily complete training, failure to sign lease or purchase agreement or failure to comply with conversion plan, we determine local law does not permit the branding that we require (and if we terminate under these circumstances, we will refund 50% of the initial franchise fee that you paid if you sign our standard form of termination and release agreement), failure to launch Shop on time, failure to satisfy the minimum purchase requirement, abandonment or failure actively to operate, surrender or transfer of your or Shop’s control, conviction of or pleading no contest to felony, any dishonest, unethical or illegal conduct that adversely impacts reputation or goodwill, failure to maintain insurance, interference with our rights to inspect Shop or audit books and records, unauthorized transfer, termination of another agreement between you and us (excluding the termination of the Development Rights Agreement or the Preliminary Agreement), violation of non-compete or confidentiality restrictions, failure to pay taxes, suppliers, distributors or lenders, repeated defaults and bankruptcy-related events.</p> <p>Non-curable defaults under the Development Rights Agreement include material misrepresentation or omission, conviction of or pleading no contest to felony, any dishonest, unethical or illegal conduct that adversely impacts reputation or goodwill, failure to comply with the Development Schedule or other provision, and breach or default of any agreement (including a franchise agreement) with you or your affiliate. We may terminate the Development Rights Agreement upon termination of a franchise agreement.</p> <p>Non-curable defaults under the Preliminary Agreement include failure to secure approval of Site and/or failure to sign franchise agreement within 180 days, material misrepresentation or omission, conviction of or pleading no contest to felony, any conduct that adversely impacts reputation or goodwill, and any other breach under the Preliminary Agreement or any other agreement with us.</p>
i. Franchisee’s obligations on termination/ non-renewal	15 of Franchise Agreement; 7 of Development Rights Agreement	Pay amounts due (including any fees that would have been payable during the remainder of the Franchise Agreement’s term and liquidated damages for any franchise agreement signed under the Development Rights Agreement), stop identifying as our franchisee or using Marks or similar marks, de-identify Shop, cease using Confidential Information, and return Operations Manual (see also (o) below).
j. Assignment of contract by franchisor	12.A. of Franchise Agreement; 8(b) of Participation Agreement; 15 of Development Rights Agreement	<p>We may assign the Franchise Agreement and change our ownership or form without restriction.</p> <p>We may assign the Participation Agreement but only if we also assign the agreement between us and the Shop Management System technology provider.</p>

Provision	Section in franchise or other agreement	Summary
k. “Transfer” by franchisee - defined	12.B. of Franchise Agreement; 16(b) of Development Rights Agreement	Includes transfer of any interest in the Franchise Agreement or Development Rights Agreement, the Shop or its assets or your business, or any direct or indirect ownership interest in you if you are an entity, or which results in the transfer or creation of a controlling ownership interest in you.
l. Franchisor approval of transfer by franchisee	12.B. to 12.G. of Franchise Agreement; 8(b) of Participation Agreement; 16(b) of Development Rights Agreement; 9 of Preliminary Agreement	No transfers under the Franchise Agreement or Development Rights Agreement without our approval. You may not assign the Participation Agreement or Preliminary Agreement. Under the Development Rights Agreement, we may grant or withhold our approval of any proposed transfer for any reason.
m. Conditions for franchisor approval of transfer	12.B. to 12.G. of Franchise Agreement	Conditions for non-control transfer are compliance with agreements, you provide notice and information to us at least 30 days before proposed transfer, sign general release (to the extent state law allows), transferee and its owners meet standards and have no ownership interest in or perform services for a competitive business, transferring owners agree not to use Marks or our confidential information, and you and owners agree to sign agreement and related documents to reflect new ownership structure. Conditions for control transfer are compliance with Franchise Agreement, you provide notice and information to us at least 30 days before proposed transfer, sign general release (to the extent state law allows), transferee and its owners meet standards and have no ownership interest in or perform services for a competitive business, transferring owners agree not to use Marks or our confidential information, new personnel complete training, transferee or you repair and/or replace Operating Assets and upgrade Shop and Site under Franchise Agreement, transferee (at our option) either agrees to be bound by current Franchise Agreement or signs our then current form of franchise agreement and related documents (which may contain different provisions), you pay transfer fee equal to \$5,000, price and payment terms do not adversely affect operation, and transferee subordinates obligations.
n. Franchisor’s right of first refusal to acquire franchisee’s business	12.G. of Franchise Agreement	We have the right to match offers under certain conditions.
o. Franchisor’s option to purchase franchisee’s business	15.D. of Franchise Agreement	We may purchase the Shop’s assets if we terminate the Franchise Agreement (other than as a result of local law prohibiting the implementation of our branding requirements) and manage the Shop pending our purchase.
p. Death or disability of franchisee	12.E. of Franchise Agreement	Must transfer to an approved transferee within 6 months.

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	11 of Franchise Agreement; 11 of Development Rights Agreement	No owning interest in, providing services for, loaning or leasing to, or diverting Shop business or customers to a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	You are not bound by any non-competition covenants after expiration or termination of the Franchise Agreement or the Development Rights Agreement.
s. Modification of the agreement	17.J. of Franchise Agreement; 8(a) of Participation Agreement; 17 of Development Rights Agreement	Modifications only by written agreement of the parties, but we may change the Operations Manual, System Standards, our business system, business formats, service techniques and processes, products, methods, procedures, signs, designs, trade dress, standards, specifications and Marks.
t. Integration/merger clause	17.L. of Franchise Agreement; 8(a) of Participation Agreement; 17 of Development Rights Agreement	Only terms of the Franchise Agreement, Development Rights Agreement and Participation Agreement (along with the agreement between us and the Shop Management System technology provider) are binding (subject to state law). Any representations or promises made outside of the Disclosure Document and those agreements may not be enforceable. Despite this, nothing in any agreement is intended to disclaim the express representations made in the franchise disclosure document, its exhibits, and amendments.
u. Dispute resolution by arbitration or mediation	17.F. of Franchise Agreement; 17 of Development Rights Agreement	We and you must arbitrate all disputes within 10 miles of our then current principal business address (currently Oakbrook Terrace, Illinois) (subject to state law).
v. Choice of forum	17.H. of Franchise Agreement; 17 of Development Rights Agreement	Subject to arbitration obligations, litigation is in the state and city of our then current principal business address (currently Oakbrook Terrace, Illinois) (subject to state law).
w. Choice of law	17.G. of Franchise Agreement; 17 of Development Rights Agreement	Except for Federal Arbitration Act and other federal law, Illinois law applies to all claims (subject to state law).

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any 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 Bosch Automotive Workshop Services LLC, Attn: Helen Bruford at 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181, 331-264-5453, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

All numbers appearing in Tables 1 – 5 below are as of December 31 in each year.

Table No. 1

Systemwide Outlet Summary

For years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	2	+2
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	2	+2

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024

States	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets
For years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reason	Outlets at End of Year
California	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
TOTALS	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2

Table 4
Status of Company-Owned Outlets
For years 2022 to 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 5
Projected Openings As Of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	0	2	0
Colorado	0	0	0
Michigan	0	2	0
Texas	0	8	0
Oklahoma	1	3	0
TOTALS	1	15	0

The names, addresses, and telephone numbers of our franchisees as of December 31, 2024 are listed in Exhibit H. In the future, we will also provide in Exhibit I, a list of the names, cities and states, and last known home or business telephone numbers of the franchisees who had an outlet terminated, transferred, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement with us, during the previous fiscal year or who have not communicated with us within 10 weeks of our then current disclosure document’s issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed agreements with confidentiality clauses during the last 3 years. There are no trademark-specific franchisee organizations associated with the Bosch Auto Service Shop franchise network.

Item 21

FINANCIAL STATEMENTS

Exhibit J contains: (a) our audited balance sheet as of December 31, 2024, December 31, 2023, and December 31, 2022, and the related statements of operations, member’s equity, and cash flows for the years ended December 31, 2024 and December 31, 2023, and the period from March 12, 2022 to December 31, 2022; and (b) our unaudited balance sheet and statement of operations as of and for the period ended May 31, 2025. As we have not been in business for 3 full fiscal years, we cannot include 3 years of audited financial statements in this disclosure document.

Item 22

CONTRACTS

The following agreements are exhibits to this disclosure document:

1. Franchise Agreement – Exhibit B
2. Development Rights Agreement – Exhibit C
3. Preliminary Agreement – Exhibit D
4. Tekmetric Participation Agreement – Exhibit E
5. Principal’s Agreement – Exhibit F
6. Current Form of Release – Exhibit K
7. State Riders to Franchise Agreement and Development Rights Agreement – Exhibit L

Item 23

RECEIPT

Our and your copies of the Franchise Disclosure Document Receipt are the last pages of this disclosure document.

EXHIBIT A

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

**STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

651 Bannon Street, Suite 300
Sacramento, California 95811
(866) 275-2677

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94105-2980
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 (Phone)

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 9033
Olympia, Washington 98501-9033
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT B

FRANCHISE AGREEMENT



BOSCH AUTO SERVICE SHOP

FRANCHISE AGREEMENT

Franchisee Name

Address of Shop

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BOSCH AUTO SERVICE SHOP FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “**Agreement**”) is made and entered into as of _____, 20__ (the “**Agreement Date**”), regardless of the date of the parties’ signatures, between **BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC**, a Delaware limited liability company, with its principal business address at 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181 (“**BAWS**”), and _____, whose principal business address is _____ (“**Franchisee**”).

1. Preambles and Grant of Franchise Rights.

1.A. Preambles.

(1) BAWS and its affiliates have developed a method and system of operating vehicle service centers which provide vehicle maintenance, diagnosis and repair services and other products and services which are primarily identified by the Marks (defined below) and use the Franchise System (defined below) (collectively, “**Bosch Auto Service Shops**”).

(2) BAWS and its affiliates have developed and BAWS uses, promotes and sublicenses, and may in the future develop and license or sublicense, certain trademarks, service marks and other commercial symbols in operating Bosch Auto Service Shops, all of which BAWS may modify from time to time (collectively, the “**Marks**”).

(3) BAWS offers franchises to own and operate a Bosch Auto Service Shop using BAWS’s business system, business formats, service techniques and processes, products, methods, procedures, signs, designs, trade dress, standards, specifications and Marks, all of which BAWS may improve, further develop and otherwise modify from time to time (collectively, the “**Franchise System**”).

(4) Franchisee has applied for a franchise to own and operate a Bosch Auto Service Shop, and BAWS has approved Franchisee’s application relying on all of Franchisee’s representations, warranties and acknowledgments contained in Franchisee’s franchise application and this Agreement.

1.B. Grant of Franchise and Term. Franchisee has applied for a franchise to own and operate a Bosch Auto Service Shop at the location specified on Exhibit A (the “**Site**”). Subject to the terms of this Agreement, BAWS grants Franchisee the right and Franchisee assumes the obligation to develop and operate a Bosch Auto Service Shop at the Site (the “**Shop**”), and to use the Franchise System in its operation of the Shop. The term of this Agreement will begin on the Agreement Date and end on the date which is ten (10) years after the date upon which Franchisee completes all steps to Launch and BAWS authorizes Franchisee to Launch (defined below) (the “**Launch Date**”), unless sooner terminated (the “**Term**”). BAWS may amend Exhibit A after the Agreement Date to reflect the Launch Date.

1.C. Best Efforts. Only Franchisee is authorized to operate the Shop. Franchisee must operate the Shop for the entire Term and at all times faithfully, honestly and diligently perform its obligations and fully exploit the rights granted under this Agreement.

1.D. Business Entity Franchisee. If Franchisee is at any time a corporation, a limited liability company, a general, limited, or limited liability partnership, or another form of business entity (collectively, an “**Entity**”), Franchisee agrees and represents that:

(1) Franchisee’s organizational documents, operating agreement, and/or partnership agreement (as applicable) will recite that this Agreement restricts the issuance and transfer of any Ownership Interests (defined below) in Franchisee, and all certificates and other documents representing Ownership Interests in Franchisee will bear a legend referring to this Agreement’s restrictions. In this Agreement, “**Ownership Interests**” means any direct or indirect interest in Franchisee, including, as applicable, shares of capital stock, a membership interest, a general or limited partnership interest, a beneficial interest in a trust, or any other interest in Franchisee or its business that allows the holder of that interest (whether directly or indirectly) to direct or control the direction of the management of Franchisee or its business, or to share in the revenue, profits or losses of, or any capital appreciation relating to, the Shop, Franchisee or its business.

(2) Exhibit B to this Agreement completely and accurately describes all of Franchisee’s Owners (defined below) and their Ownership Interests in Franchisee. In this Agreement, “**Owner**” means any individual or Entity holding a direct or indirect Ownership Interest (whether of record, beneficially, or otherwise) in Franchisee. Each Owner who owns (directly or indirectly) more than ten percent (10%) of the Ownership Interests in Franchisee at any time during the Term must sign an agreement in the form BAWS designates undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Franchisee and BAWS (a “**Guaranty**”), the current version of which is Exhibit C to this Agreement. Subject to BAWS’s rights and Franchisee’s obligations under Section 12, Franchisee and its Owners agree to sign and deliver to BAWS revised Exhibits B to reflect any changes in the information that Exhibit B now contains.

(3) an individual whom BAWS approves (the “**Managing Owner**”) must at all times during the Term: (a) own (directly or indirectly) more than fifty percent (50%) of the Ownership Interests in Franchisee; (b) devote sufficient time and attention to the promotion and operation of the Shop to ensure its proper operation and compliance with this Agreement; and (c) have the authority to direct and control Franchisee’s management and policies without the vote or consent of any other person or Entity. The Managing Owner as of the Agreement Date is listed on Exhibit B.

(4) Franchisee shall designate an individual, whom BAWS approves and who must successfully pass a background check (the “**General Manager**”), to serve as the Shop’s general manager who will devote all of their business time and attention to the on-premises management and operation of the Shop. The General Manager need not have any direct or indirect Ownership Interest in Franchisee but must have the authority over all day-to-day business decisions for Franchisee and the Shop. The General Manager as of the

Agreement Date is listed on Exhibit B. If the General Manager no longer serves in that capacity for any reason, then Franchisee must designate a replacement General Manager whom BAWS approves, and ensure that such new General Manager satisfactorily completes the training that BAWS then requires, within sixty (60) days thereafter; and

(5) the Shop and other Bosch Auto Service Shops, if applicable, will be the only businesses Franchisee owns or operates (although its Owners and affiliates may have other business interests, subject to Section 11, and may be permitted to operate another business at the Site, subject to Section 5.A.).

2. Site Acceptance, Development and Launch of Shop.

2.A. Site Selection. Franchisee has selected, and BAWS has accepted, the Site for the Shop before the Agreement Date (If this Agreement is signed pursuant to a Development Rights Agreement and the Site is not determined as of the Agreement Date, the Site will be determined in accordance with Section 8 of the Development Rights Agreement). Despite any assistance, information or recommendations that BAWS provides (whether before or after the Agreement Date) with respect to the Site, BAWS has made and will make no representations or warranties of any kind, express or implied, of the suitability of the Site for a Shop or any other purpose. Franchisee's acceptance of the rights under this Agreement is based on Franchisee's own independent investigation of the Site's suitability.

2.B. Developing and Equipping the Shop – New Development. This Section 2.B. only applies if Franchisee is constructing a new Shop at the Site or in any other circumstance where Franchisee is not converting an existing vehicle service center at the Site to a Bosch Auto Service Shop. If Franchisee is converting an existing vehicle service center at the Site to a Bosch Auto Service Shop, then Section 2.C. shall apply, and not this Section 2.B.

(1) Franchisee must obtain BAWS's prior written acceptance of the terms of the lease or sublease for the Site (the "**Lease**") or purchase agreement for the Site before Franchisee signs it. If Franchisee leases or subleases the Site, the Lease must contain certain terms and provisions that BAWS may require, including provisions to protect its rights as franchisor. Franchisee acknowledges that BAWS's acceptance of the Lease or purchase agreement is not a guarantee or warranty, express or implied, of the success or profitability of a Bosch Auto Service Shop operated at the Site. BAWS's acceptance of the Lease or purchase agreement indicates only that BAWS believes that the terms of the Lease or purchase agreement meet, or that BAWS has waived, its then acceptable criteria. Franchisee must give BAWS a copy of the fully-signed Lease or purchase agreement within ten (10) days after Franchisee and the landlord or seller, as applicable, have signed it. If Franchisee leases or subleases the Site, Franchisee may not sign any renewal or amendment of the Lease that BAWS has not accepted. Franchisee must sign a Lease or purchase agreement that BAWS has accepted within thirty (30) days after the Agreement Date.

(2) BAWS will provide Franchisee mandatory and suggested specifications and layouts for a Bosch Auto Service Shop, which might include recommendations and/or requirements for dimensions, design, image, interior layout (including equipment

placement), décor, Operating Assets (as defined in Section 5.D.), and color scheme. The Shop must contain all of the Operating Assets, and only the Operating Assets, that BAWS periodically specifies.

(3) At BAWS's option, Franchisee must submit construction plans and specifications to BAWS for approval before Franchisee begins constructing the Shop and all revised or "as built" plans and specifications during construction. BAWS's review of any construction plans or specifications is limited to ensuring Franchisee's compliance with BAWS's design requirements and this Agreement's other requirements. BAWS's review of any construction plans or specifications is not designed to assess compliance with federal, state, or local laws and regulations, including the Americans with Disabilities Act (the "**ADA**"), as compliance with those laws and regulations is Franchisee's responsibility. BAWS may periodically inspect the Site while Franchisee is developing the Shop.

(4) At Franchisee's expense, Franchisee must construct, install trade dress and furnish all Operating Assets in, and otherwise develop the Shop at the Site according to BAWS's standards, specifications and directions. If BAWS requires, Franchisee must purchase or lease only approved brands, types and/or models of Operating Assets and/or purchase or lease them only from suppliers and/or distributors BAWS designates or approves (which may include or be limited to BAWS or its affiliates).

2.C. Developing and Equipping the Shop – Conversion of an Existing Facility. This Section 2.C. applies only if Franchisee is converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop. If Franchisee is not converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop, then Section 2.B. shall apply, and not this Section 2.C.

(1) Franchisee agrees to renovate the Shop in accordance with, and within the time frames set forth on, the Conversion Plan attached as Exhibit D (the "**Conversion Plan**").

(2) Franchisee must provide BAWS a copy of the existing Lease (as defined in Section 2.B. above) or purchase agreement for the Site (as applicable). If Franchisee leases or subleases the Site: (a) upon BAWS's request, Franchisee must send BAWS current contact information for the landlord of the Site or any change in the landlord's information; and (b) Franchisee may not sign any renewal or amendment of the Lease that BAWS has not accepted.

(3) At Franchisee's expense, Franchisee must construct, install trade dress and furnish all Operating Assets in, and otherwise convert the Site into a Bosch Auto Service Shop in accordance with the Conversion Plan. If BAWS requires, Franchisee must purchase or lease only approved brands, types and/or models of Operating Assets and/or purchase or lease them only from suppliers and/or distributors BAWS designates or approves (which may include or be limited to BAWS or its affiliates). BAWS may periodically inspect the Site while Franchisee is converting the Shop. BAWS may, at its sole option, modify the Conversion Plan and/or its standards and specifications to comply with local law and/or Lease requirements.

(4) Before any Marks (including signage) are installed or displayed at the Site (other than those Marks or signage that were installed or displayed at the Site prior to the Agreement Date), and before the Site is authorized to Launch as a Bosch Auto Service Shop, Franchisee must submit evidence reasonably satisfactory to BAWS of Franchisee's timely completion of the pre-Launch items on the Conversion Plan.

2.D. Computer System. Franchisee agrees to obtain and use in connection with the operation of the Shop the computer-based, web-based, application-based and/or other technological systems and services that BAWS periodically specifies, including hardware components, software, the Shop Management System (defined below), dedicated communication and power systems, printers, payment devices, and other computer-related accessories and peripheral equipment (the "**Computer System**"). If Franchisee is converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop in accordance with Section 2.C., the Conversion Plan will set forth the upgrades and modifications that Franchisee must make to its existing Computer System prior to (and, if applicable, after) the Launch Date. During the Term, BAWS may periodically modify specifications for, and components of and/or the technologies and functions for, the Computer System, and these modifications and/or other technological developments or events may require Franchisee to purchase, lease and/or license new or modified computer hardware, software and other components and technologies and to obtain service and support for the Computer System. Although BAWS cannot estimate the future costs of the Computer System or required service or support, Franchisee agrees to incur the costs of obtaining and updating the Computer System (and additions and modifications) and required service or support. Within sixty (60) days after BAWS delivers notice to Franchisee, Franchisee agrees to obtain the Computer System components that BAWS designates and ensure that Franchisee's Computer System, as modified, is functioning properly.

Franchisee agrees to obtain and use the Shop Management System that BAWS designates from time to time. The "**Shop Management System**" means the software and other intangible property associated with a point-of-sale system with certain back-office capabilities and related services that BAWS periodically specifies. The Shop Management System as of the Agreement Date includes tools related to inventory management, customer data, vehicle repair data, financial data and appointment scheduling. BAWS agrees, at its expense, to pay all initial mandatory license fees to provide (or to contract with a third-party to provide) Franchisee initial access to the Shop Management System. As of the Agreement Date, BAWS will pay all ongoing mandatory license fees to provide (or to contract with a third-party to provide) Franchisee ongoing access to the Shop Management System. At any time during the Term, upon thirty (30) days' written notice to Franchisee, BAWS may require Franchisee to pay all such ongoing mandatory license fees to access the Shop Management System during the Term. If BAWS provides such written notice to Franchisee, Franchisee shall be responsible, at its sole expense, for all such ongoing mandatory license fees. Franchisee agrees that it shall (at its expense) acquire all hardware, other accessories and other Computer System components, and pay all other costs and expenses, associated with its ongoing access to and use of the Shop Management System. BAWS also may periodically identify various additional or optional components or services associated with the Shop Management System, for which Franchisee may be required to pay initial or ongoing license fees or data migration costs. If Franchisee is converting an existing vehicle service center at the Site to a Bosch Auto Service Shop, Franchisee agrees to pay all data migration costs to move data from the existing

vehicle service center's computer system to the Shop Management System. BAWS, directly or through its designee, may, but is not obligated to, provide (at BAWS's expense) reasonable support services for the Shop Management System, provided that Franchisee complies with all System Standards and processes related thereto and to the Shop Management System generally. Except as otherwise described in this paragraph, Franchisee shall be responsible for all costs related to the Computer System.

BAWS and its affiliates may condition any license of required or recommended proprietary software to Franchisee, and/or Franchisee's use of technology developed or maintained by or for BAWS (including the System Website, as defined in Section 6.F), on Franchisee's signing a software license agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging Franchisee's consent to and accepting the terms of a click-through license agreement), that BAWS and its affiliates periodically specify to regulate Franchisee's use of, and BAWS's (or its affiliate's) and Franchisee's respective rights and responsibilities with respect to, the software or technology. BAWS and its affiliates may charge Franchisee up-front and ongoing fees for any required or recommended proprietary software or technology that BAWS or its affiliates license to Franchisee and for other Computer System maintenance and support services provided during the term of this Agreement.

Notwithstanding Franchisee's obligation to buy, use, and maintain the Computer System according to BAWS's standards and specifications, and except as provided in this Section 2.D. with respect to the Shop Management System, Franchisee has sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which Franchisee's Computer System interfaces with BAWS's and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. The Computer System shall permit twenty-four (24) hours per day, seven (7) days per week electronic communications between Franchisee and BAWS.

2.E. Shop Launch. Franchisee must begin operating the Shop exclusively under the Marks (the "**Launch**") on or before the Launch Deadline defined and listed on Exhibit A. Franchisee agrees not to conduct the Launch until: (1) Franchisee has properly developed and equipped the Shop according to BAWS's standards and specifications and, if applicable, the Conversion Plan, and in compliance with all applicable laws and regulations; (2) all pre-Launch training for the Shop's personnel has been completed to BAWS's satisfaction; (3) all amounts Franchisee then owes to BAWS and its affiliates have been paid; (4) Franchisee has given BAWS evidence of required insurance coverage and payment of premiums at least thirty (30) days prior to the Launch Date; and (5) if BAWS (at its sole option) requires, BAWS has conducted a pre-Launch inspection and/or has certified the Shop for the Launch. BAWS's determination that Franchisee has met all of BAWS's pre-Launch requirements will not constitute a waiver of Franchisee's non-compliance or of BAWS's right to demand full compliance with those requirements.

2.F. Shop Relocation. If the Lease expires or is terminated without Franchisee's fault, or if the Shop is destroyed, condemned, or otherwise rendered unusable, BAWS will allow Franchisee to relocate the Shop to a new site acceptable to BAWS. Relocation will be at Franchisee's sole expense, and Franchisee must comply with this Agreement's provisions relating to the development of the Shop at the new site and de-identification of the old site. BAWS may

charge Franchisee for the reasonable costs that BAWs incurs in connection with any proposed Shop relocation.

2.G. Territorial Rights. Franchisee will not receive any exclusive, protected or other territorial rights. There are no limits on where BAWs (and any affiliates that BAWs might have from time to time) may establish and operate, or grant others the right to establish and operate, another Bosch Auto Service Shop or any other business. BAWs (and any affiliates that BAWs might have from time to time) shall at all times have the right to engage in any activities BAWs or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever BAWs or they desire, including:

(1) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions BAWs deems appropriate, Bosch Auto Service Shops, vehicle service centers, and any similar or dissimilar businesses, which may or may not be primarily identified by the Marks and which may or may not use the Franchise System, at any locations;

(2) advertising to, soliciting, entering into contracts with and servicing (either itself or through its affiliates, other Bosch Auto Service Shop franchisees, or other third parties) Corporate Customers (as defined in Section 5.C.) and any other customers at any locations; and

(3) all rights relating directly or indirectly to the Marks, and all products and services associated with any of the Marks, in connection with any methods of distribution. This includes providing, and granting rights to others to provide products and services (including the Bosch Products, as defined in Section 5.E.) to customers and other third parties that are similar or dissimilar to, or competitive with, any products and services provided at Bosch Auto Service Shops, whether identified by the Marks or other trademarks or service marks, regardless of the method of distribution (including through the System Website, other retail outlets, shipping and delivery).

3. Training and Assistance.

3.A. Initial Management Training. Before the Launch, the Managing Owner and the General Manager (if different from the Managing Owner) must attend and complete to BAWs's satisfaction all components of BAWs's designated initial management training program (the "**Initial Management Training Program**"). At Franchisee's option, additional Franchisee personnel may also attend and complete the Initial Management Training Program. The Initial Management Training Program may include remote training (including via Internet access), hands-on training at the Shop and/or self-study programs. The Managing Owner, the General Manager and any other attendees that BAWs may require must complete the Initial Management Training Program to BAWs's satisfaction before the Launch Date.

3.B. Initial Shop Operations Training. In addition to the Initial Management Training Program, BAWs will provide pre-Launch training at dates and times mutually agreed upon by BAWs and Franchisee. Such training will occur periodically during the period before the Launch Date to assist with non-technical training on System Standards, the Shop Management System,

and related issues for oversight and management of the operations of the Shop (the “**Initial Shop Operations Training Program**”). Franchisee’s General Manager and any other individuals BAWS designates must attend and complete the Initial Shop Operations Training Program to BAWS’s satisfaction before the Launch Date (the “**Required Trainees**”). The Initial Shop Operations Training Program may include hands-on training at the Shop, remote training (including via Internet access) and/or self-study programs. If Franchisee replaces or obtains additional Required Trainees, such individuals must each complete the Initial Shop Operations Training Program within thirty (30) days (or such longer period that BAWS periodically designates) after becoming an employee of Franchisee. If BAWS determines that any of the Required Trainees cannot complete the Initial Shop Operations Training Program to BAWS’s satisfaction, then in addition to its other rights and remedies, BAWS may require such Required Trainee(s) to attend additional training programs at Franchisee’s expense (for which BAWS may charge reasonable fees).

3.C. Initial Technical Training. Before the Launch, in addition to the Initial Management Training Program and the Initial Shop Operations Training Program, Franchisee must arrange for its technicians and any other individuals BAWS designates to attend and complete all training on the technical aspects of providing vehicle maintenance, diagnosis and repair services, and related services, as required to satisfy the System Standards and comply with applicable laws. Franchisee must obtain all initial technical training only from suppliers that BAWS designates or approves (which may include or be limited to BAWS or its affiliates). Before the Launch, Franchisee must ensure that each of its technicians has completed the necessary technical training to obtain all certifications required under applicable laws to perform vehicle maintenance, diagnosis and repair services, and related services at the Shop.

3.D. Ongoing Training. During the Term, BAWS may require Franchisee and/or its personnel, including the Managing Owner and General Manager, to attend and satisfactorily complete various training courses and programs and evaluation programs, including online training, that BAWS, its affiliates, or approved third-party suppliers provide periodically at the times and locations it or they designate (as applicable). At BAWS’s option, Franchisee must acquire the equipment, technology, and other products and services that BAWS periodically specifies (and pay all associated fees) in order to participate in the learning management platform or other Shop training system that BAWS periodically designates. Franchisee’s personnel whom BAWS periodically specifies also must attend any conventions or other programs that BAWS periodically specifies for some or all Bosch Auto Service Shops. At BAWS’s option, BAWS may provide ongoing training to Franchisee using video conferencing, online meetings or other forms of virtual communication. At all times during the Term, Franchisee must ensure that each of its technicians has completed the necessary technical training to obtain and maintain all certifications required under applicable laws to perform vehicle maintenance, diagnosis and repair services, and related services at the Shop.

3.E. Fees and Expenses During Training. BAWS will provide the Initial Management Training Program and the Initial Shop Operations Training Program to Shop personnel at no charge. Franchisee agrees to pay all of the training fees for initial technical training. Franchisee also agrees to pay the training fees that BAWS, its affiliates, and/or any approved third-party supplier periodically specifies for any ongoing training and evaluation programs that BAWS

periodically requires. Franchisee also will be responsible for its and its personnel's travel, living and other expenses (including local transportation expenses) and compensation incurred in connection with attendance at any training courses and programs, conventions or work at any Bosch Auto Service Shop that is part of their development.

3.F. General Guidance. BAWS will advise Franchisee from time to time regarding the Shop's operation based on Franchisee's reports or BAWS's inspections, including with respect to standards, specifications, operating procedures and methods that Bosch Auto Service Shops use, purchasing required or recommended Operating Assets and other products, and other administrative procedures. BAWS will guide Franchisee in BAWS's operating manual and/or other manuals (collectively, the "**Operations Manual**"); in bulletins or other written materials; by electronic media; by telephone consultation; by virtual consultation, including video conferencing and other online meetings; and/or at BAWS's office (or its affiliate's office) or the Shop. If Franchisee requests and BAWS agrees to provide additional or special guidance, assistance or training, Franchisee must pay BAWS's then applicable charges, including per diem charges and any travel and living expenses for BAWS's personnel. Any specific ongoing training, conventions, advice or assistance that BAWS provides does not create an obligation to continue providing that specific training, convention, advice or assistance, all of which BAWS may discontinue and modify at any time.

3.G. Operations Manual and System Standards. BAWS will provide Franchisee access to the Operations Manual for use in operating the Shop during the Term. The Operations Manual might include written or intangible materials and may be made available to Franchisee by various means. At BAWS's option, BAWS may post the Operations Manual on the System Website or another restricted website to which Franchisee will have access, in which event Franchisee must periodically monitor the website for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on such a website will be deemed to be part of Confidential Information (defined in Section 10.A). The Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules that BAWS periodically specifies for developing and/or operating a Bosch Auto Service Shop ("**System Standards**") and information on Franchisee's other obligations under this Agreement. BAWS may modify the Operations Manual periodically to reflect changes in System Standards. Franchisee agrees to keep its copy of the Operations Manual current and communicate all updates to its employees in a timely manner. In addition, Franchisee agrees to keep any paper copy of the Operations Manual it maintains in a secure location at the Shop. If there is a dispute over its contents, BAWS's master copy of the Operations Manual controls. Franchisee agrees that the contents of the Operations Manual are confidential and that Franchisee will not disclose the Operations Manual to any person other than Shop employees who need to know its contents. Franchisee may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual, except as BAWS periodically authorizes for training and operating purposes.

3.H. Delegation of Performance. BAWS may delegate the performance of any portion or all of its obligations under this Agreement to its affiliates or other third party designees, whether these designees are BAWS's agents or independent contractors with whom BAWS contracts to perform these obligations.

4. Fees.

4.A. Initial Franchise Fee. On the Agreement Date, Franchisee agrees to pay BAWS an initial franchise fee in the amount set forth on Exhibit A, less any amount credited toward the initial franchise fee pursuant to an effective Development Rights Agreement or a Preliminary Agreement between BAWS and Franchisee (or its affiliate). This initial franchise fee is fully earned by BAWS when Franchisee signs this Agreement and is not refundable, except as set forth in this Section 4.A. If BAWS determines, in its sole judgment, that local law does not permit the branding that BAWS requires, then BAWS may terminate this Agreement. Upon such termination, Franchisee and its Owners must sign a general release, in a form satisfactory to BAWS, of any and all claims against BAWS and its affiliates and its and their respective owners, officers, directors, employees, representatives, agents, suppliers, distributors, customers, successors and assigns. If Franchisee (and its Owners) sign that release within fifteen (15) days after BAWS delivers it to Franchisee, then upon receipt of the signed release, BAWS shall refund to Franchisee an amount equal to fifty percent (50%) of the initial franchise fee that Franchisee paid.

4.B. Royalty.

(1) Beginning on the Launch Date, Franchisee agrees to pay BAWS, on or before the day of each month that BAWS periodically specifies (the “**Payment Day**”), a royalty (“**Royalty**”) in an amount equal to the Applicable Royalty Percentage (defined below) of the Gross Sales (defined below) of the Shop during the previous month.

(2) The “**Applicable Royalty Percentage**” means: (a) six percent (6%) if the Shop achieved Gross Sales of One Million Dollars (\$1,000,000) or less during the immediately preceding calendar year; (b) five percent (5%) if the Shop achieved Gross Sales of One Million One Dollars (\$1,000,001) to Two Million Dollars (\$2,000,000) during the immediately preceding calendar year; or (c) four percent (4%) if the Shop achieved Gross Sales of more than Two Million Dollars (\$2,000,000) during the immediately preceding calendar year. The Applicable Royalty Percentage will be recalculated each calendar year during the Term based on the Gross Sales of the Shop during the immediately preceding calendar year. BAWS will send Franchisee written notice of the Applicable Royalty Percentage upon each such recalculation and the recalculated Applicable Royalty Percentage will take effect on January 1 of each calendar year during the Term.

(3) If Franchisee is constructing a new Shop at the Site or in any other circumstance where Franchisee is not converting an existing vehicle service center at the Site to a Bosch Auto Service Shop, the Applicable Royalty Percentage as of the Launch Date will be six percent (6%), and will remain six percent (6%) until a full calendar year (*i.e.*, January 1 through December 31) has elapsed after the Launch Date. Thereafter, the Applicable Royalty Percentage will be recalculated and take effect on January 1 of each calendar year during the Term in accordance with Section 4.B.(2) above.

(4) If Franchisee is converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop, the Applicable Royalty Percentage as of the Launch Date will be determined based on the amount of revenue earned at such existing vehicle repair center

during the calendar year immediately preceding the Launch Date, according to such existing vehicle repair center's financial statements, and such Applicable Royalty Percentage will remain in effect until a full calendar year (*i.e.*, January 1 through December 31) has elapsed after the Launch Date. Thereafter, the Applicable Royalty Percentage will be recalculated and take effect on January 1 of each calendar year during the Term in accordance with Section 4.B.(2) above.

(5) The Applicable Royalty Percentage as of the Launch Date is set forth on Exhibit A.

4.C. Definition of Gross Sales. In this Agreement, "**Gross Sales**" means all revenue that Franchisee receives or otherwise derives directly or indirectly from operating the Shop, whether from cash, check, credit and debit card, barter, exchange, trade credit, or other credit transactions, including any implied or imputed Gross Sales from any business interruption insurance. However, "Gross Sales" shall exclude (1) sales taxes, use taxes, and other similar taxes added to the sales price, collected from the customer and paid to the appropriate taxing authority; (2) any bona fide refunds, credits, allowances and adjustments that are actually provided to customers; (3) the face value of coupons or discounts that customers redeem; and (4) proceeds from property damage insurance or liability insurance. Each charge or sale upon credit shall be treated as a sale for the full price on the day during which such charge or sale is made, irrespective of when Franchisee receives payment (whether full or partial, or at all) on that sale. Amounts paid by gift certificate, gift card, stored value card or similar program are included in Gross Sales when the gift certificate, other instrument or applicable credit is redeemed.

4.D. Automatic Debit. Franchisee must sign and deliver to BAWS the documents BAWS periodically requires to authorize BAWS to debit Franchisee's bank account automatically for the Royalty, Brand Fund (defined in Section 6.B) contribution, and other amounts due under this Agreement or any related agreement between BAWS (or its affiliates) and Franchisee. Franchisee agrees to make the funds available for withdrawal by electronic transfer before each due date. If Franchisee fails to report the Shop's Gross Sales, BAWS may debit Franchisee's account for one hundred twenty percent (120%) of the last Royalty and Brand Fund contribution that BAWS debited. If the amounts that BAWS debits from Franchisee's account are less than the amounts Franchisee actually owes BAWS (once BAWS has determined the Shop's actual Gross Sales), BAWS will debit Franchisee's account for the balance, plus interest due under Section 4.E, on the day BAWS specifies. If the amounts that BAWS debits from Franchisee's account are greater than the amounts Franchisee actually owes BAWS (once BAWS has determined the Shop's actual Gross Sales), BAWS will credit the excess (without interest) against the amounts BAWS otherwise would debit from Franchisee's account during the following month(s). BAWS may periodically change the mechanism for Franchisee's payments of Royalties, Brand Fund contributions and other amounts Franchisee owes to BAWS and its affiliates under this Agreement or any related agreement. Franchisee may not subordinate to any other obligation its obligation to pay Royalties or any other fee or charge under this Agreement.

4.E. Interest on Late Payments. All amounts which Franchisee owes BAWS, if not paid (or made available for withdrawal from Franchisee's bank account if BAWS is then collecting those amounts by automatic debit) by the due date, will bear interest beginning on their due date at one and one-half percent (1.5%) per month or the highest commercial contract interest rate the

law allows, whichever is less. Franchisee acknowledges that this Section 4.E is not BAWs's agreement to accept any payments after they are due or BAWs's commitment to extend credit to, or otherwise finance Franchisee's operation of, the Shop. Franchisee's failure to pay all amounts that it owes BAWs when due constitutes grounds for BAWs's terminating this Agreement under Section 14, notwithstanding this Section 4.E.

4.F. Taxes on Franchisee's Payments. In addition to any sales, use, excise, privilege or other transaction taxes that applicable law requires or permits BAWs to collect from Franchisee for the sale, lease or other provision of goods or services under this Agreement, Franchisee shall pay BAWs an amount equal to all federal, state, local or foreign (a) sales, use, excise, privilege, occupation or any other transactional taxes, and (b) other taxes or similar exactions, no matter how designated, that are imposed on BAWs or that BAWs is required to withhold in connection with the receipt or accrual of the initial franchise fee, Royalties or any other amounts payable by Franchisee to BAWs under this Agreement, excluding only taxes imposed on BAWs for the privilege of conducting business and calculated with respect to BAWs's net income, capital, net worth, gross receipts, or some other basis or combination thereof, but not excluding any gross receipts taxes imposed on BAWs or its affiliates for Franchisee's payments intended to reimburse BAWs or its affiliates for expenditures incurred for Franchisee's benefit and on its behalf. Franchisee shall make any additional required payment pursuant to this Section in an amount necessary to provide BAWs with after-tax receipts (taking into account any additional payments required hereunder) equal to the same amounts that BAWs would have received under this Agreement if such additional tax liability or withholding had not been imposed or required.

5. Shop Operation and System Standards.

5.A. Condition and Appearance of Shop.

(1) Unless BAWs provides its prior written consent to allow Franchisee to operate another business at the Site, Franchisee agrees that it will not use the Shop or any part of the Site (including any parking area or adjacent location) for any purpose other than operating a Bosch Auto Service Shop in compliance with this Agreement. Franchisee may not operate any other business from the Site without BAWs's prior written consent. BAWs may, at its sole option, provide such written consent if the other business (a) has a separate entrance from the Shop; (b) has separate branding and will not use the Marks or any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or any other indicia of a Bosch Auto Service Shop in any manner; (c) is not a Competitive Business (as defined in Section 11); and (d) does not reflect unfavorably (in BAWs's sole judgment) on BAWs, the network of Bosch Auto Service Shops or the Marks. Franchisee must obtain BAWs's prior written consent before converting any other business at the Site into a new business.

(2) Franchisee must place or display at the Site (interior and exterior) only those signs, logos and display and advertising materials that BAWs periodically requires or authorizes during the Term. Franchisee further agrees to maintain the condition and appearance of the Shop, its Operating Assets and the Site (including any parking area) in accordance with BAWs's System Standards. Without limiting that obligation, Franchisee agrees to take, without limitation, the following actions during the Term at its expense:

(a) thorough cleaning, repainting and redecorating of the interior and exterior of the Site at intervals that BAWS may periodically designate and at BAWS's direction; (b) interior and exterior repair of the Site as needed; and (c) repair or replacement, at BAWS's direction, of damaged, worn-out or obsolete Operating Assets at intervals that BAWS may periodically specify (or, if BAWS does not specify an interval for replacing any Operating Asset, as that Operating Asset needs to be repaired or replaced).

(3) In addition to Franchisee's obligations in Subsection (2) above, once during the Term, BAWS may require Franchisee to substantially alter the Shop's and the Site's appearance, branding, layout and/or design, and/or replace a material portion of the Operating Assets, in order to meet BAWS's then current requirements for new similarly situated Bosch Auto Service Shops. Franchisee acknowledges that this obligation could result in its making extensive structural changes to, and significantly remodeling and renovating, the Shop, and/or in its spending substantial amounts for new Operating Assets, and Franchisee agrees to incur, without limitation, any capital expenditures required in order to comply with this obligation and BAWS's requirements (even if those expenditures cannot be amortized over the remaining Term). Within sixty (60) days after receiving written notice from BAWS, Franchisee must have plans prepared according to the standards and specifications BAWS prescribes and, if BAWS requires, using architects and contractors BAWS approves, and Franchisee must submit those plans to BAWS for its approval. Franchisee must complete all work according to the plans BAWS approves within the time period that BAWS reasonably specifies. However, nothing in this paragraph in any way limits Franchisee's obligation to comply with all mandatory System Standards that BAWS periodically specifies.

5.B. Products and Services the Shop Offers. Franchisee agrees that: (1) the Shop must offer all products (including items for retail sale) and services that BAWS periodically specifies as being mandatory; (2) Franchisee may not offer, sell, or otherwise provide at the Shop, the Site or any other location any products or services that BAWS has not authorized; (3) Franchisee must discontinue offering, selling or otherwise providing any products or services that BAWS at any time disapproves in writing; (4) Franchisee may not sell any products at wholesale without BAWS's prior written consent; and (5) Franchisee may not offer products or services from any location other than the Site (except as otherwise required or approved by BAWS).

5.C. Corporate Customers. BAWS reserves the right to establish and administer a Corporate Customer program. "**Corporate Customers**" are national, regional or other customer groups or associations who represent, or purport to represent, one or more individuals or entities who may (1) utilize the services of multiple Bosch Auto Service Shops; and/or (2) require or benefit from specific terms or provisions in connection with the products or services that Bosch Auto Service Shops provide, including special insurance, experience, equipment, pricing, payment terms, turnaround requirements, or approvals. If BAWS establishes a Corporate Customer program, Franchisee must participate in that program in the manner that BAWS periodically specifies. Franchisee must comply with all Corporate Customer standards and procedures set forth in the Operations Manual and/or as BAWS may otherwise communicate to Franchisee, as well as the specific terms of BAWS's arrangement with each applicable Corporate Customer.

5.D. Approved Products, Distributors and Suppliers. BAWS reserves the right to periodically designate and approve standards, specifications, suppliers and/or distributors of the furniture, fixtures, vehicles, Computer System components, tools, equipment, furnishings, and signs that BAWS periodically requires for the Shop (the “**Operating Assets**”) and other products and services that BAWS periodically authorizes for use at or sale by the Shop. In addition, depending on certain factors concerning Franchisee’s experience and accounting capabilities, BAWS may, at any time during the Term, require Franchisee to obtain and use revenue management services from an approved or designated supplier. During the Term Franchisee must purchase or lease all Operating Assets and other products and services for the Shop only according to System Standards and, if BAWS requires, only from suppliers or distributors that BAWS designates or approves (which may include or be limited to BAWS or its affiliates). BAWS and/or its affiliates may derive revenue based on Franchisee’s purchases and leases, including from charging Franchisee for products and services that BAWS or its affiliates provide to Franchisee and from promotional allowances, volume discounts, rebates, commissions, and other payments made to BAWS by suppliers and/or distributors that it designates or approves for some or all of its franchisees. BAWS and its affiliates may use all amounts received from suppliers and/or distributors, whether or not based on Franchisee’s or other franchisees’ actual or prospective dealings with them, without restriction for any purposes BAWS or its affiliates deem appropriate.

If Franchisee wants to use any Operating Assets or other products or services for or at the Shop that BAWS has not yet evaluated, or purchase or lease any Operating Assets or other products or services from a supplier or distributor that BAWS has not yet approved (for Operating Assets or other products and services that BAWS requires Franchisee to purchase only from designated or approved suppliers or distributors), Franchisee first must submit sufficient information, specifications and samples for BAWS to determine whether the product or service complies with BAWS’s standards and specifications and/or the supplier or distributor meets BAWS’s criteria. For each supplier, distributor, or product Franchisee submits for BAWS’s review, Franchisee must pay BAWS a reasonable fee in the amount BAWS periodically specifies to partially cover inspection and evaluation costs. BAWS may condition its approval of a supplier or distributor on requirements relating to product quality, prices, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) and/or other criteria. BAWS has the right to inspect the proposed supplier’s or distributor’s facilities and to require the proposed supplier or distributor to deliver product or other samples to BAWS for testing. BAWS reserves the right periodically to re-inspect the facilities, products and services of any approved supplier or distributor and to revoke its approval of any supplier, distributor, product or service that does not continue to meet its criteria. Notwithstanding the foregoing, Franchisee agrees that BAWS may limit the number of approved suppliers and/or distributors with whom Franchisee may deal, designate sources that Franchisee must use, and/or refuse any of Franchisee’s requests for any reason, including if BAWS has already designated an exclusive source (which might be its affiliate) for the applicable product or service or if BAWS believes that doing so is in the best interests of the Bosch Auto Service Shop network.

5.E. Minimum Product Purchase Requirement. Franchisee must spend a minimum of Thirty Thousand Dollars (\$30,000) each calendar year on products manufactured or produced by BAWS or its affiliates (the “**Bosch Products**”) for use in the Shop (the “**Minimum Purchase**”).

Requirement”). Franchisee must spend at least fifty percent (50%) of the Minimum Purchase Requirement each calendar year on Bosch Products that are Fast Moving Trade Goods. “**Fast Moving Trade Goods**” means batteries, filters, brakes, wipers, spark plugs, and other items that BAWS may designate from time to time. The Minimum Purchase Requirement shall be prorated during the first and last calendar year of the Term in accordance with the number of days in such calendar years during which this Agreement is in effect. BAWS reserves the right to increase the Minimum Purchase Requirement each calendar year during the Term but (1) any increased minimum purchase requirement will be in accordance with BAWS’s then current minimum purchase requirement for similarly situated Bosch Auto Service Shops and (2) BAWS will not increase the minimum purchase requirement by more than ten percent (10%) year-over-year. For the avoidance of doubt, BAWS may increase the minimum purchase requirement by up to ten percent (10%) year-over-year even if BAWS elects not to increase the minimum purchase requirement during one or more calendar years. Franchisee must purchase the Bosch Products only from approved suppliers and distributors, in accordance with Section 5.D.

5.F. Compliance with Laws and Good Business Practices. It is Franchisee’s responsibility to develop or renovate the Site, as applicable, in accordance with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions. Franchisee must remedy, at its expense, any noncompliance or alleged noncompliance with those laws and regulations. Franchisee must secure and maintain in force throughout the Term all required licenses, permits and certificates relating to the Shop’s operation and operate the Shop in full compliance with all applicable laws, ordinances and regulations. Without limiting the foregoing, Franchisee represents and warrants to BAWS that none of Franchisee’s (or its Owners’) property or interests is subject to being blocked under, and Franchisee and its Owners otherwise are not in violation of, any anti-terrorism law. The Shop must in all dealings with its customers, prospective customers, suppliers, distributors, BAWS and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which might injure BAWS’s business or reputation or the goodwill associated with the Marks or other Bosch Auto Service Shops. Franchisee must notify BAWS in writing within five (5) days of: (1) the commencement of any action, suit or proceeding relating to the Shop; (2) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which might adversely affect Franchisee’s operation or financial condition or that of the Shop; and (3) any notice of violation or alleged violation of any law, ordinance or regulation relating to the Shop.

5.G. Insurance. During the Term Franchisee must maintain in force at Franchisee’s sole expense the insurance coverage for the Shop in the amounts, covering the risks, and containing only the exceptions and exclusions that BAWS periodically specifies for similarly situated Bosch Auto Service Shops. All of Franchisee’s insurance carriers must be rated A- or higher by A.M. Best and Company, Inc. (or such similar criteria as BAWS periodically specifies). These insurance policies must be in effect on or before the deadlines BAWS specifies. All coverage must be on an “occurrence” basis, except for employment practices liability insurance coverage, which is on a “claims made” basis. All policies shall apply on a primary and non-contributory basis to any other insurance or self-insurance that BAWS or its affiliates maintain. All coverage must provide for waiver of subrogation in favor of BAWS and its affiliates. BAWS may, upon at least sixty (60)

days' notice to Franchisee, periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. All insurance policies must name BAWS and any affiliates it designates as an additional insured and provide for thirty (30) days' prior written notice to BAWS of a policy's material modification or cancellation. Franchisee agrees periodically to send BAWS a valid certificate of insurance or duplicate insurance policy evidencing that Franchisee has maintained the required coverage and paid the applicable premiums. If Franchisee fails to obtain or maintain (or to prove that it has obtained or maintained) the insurance BAWS specifies, in addition to its other remedies, BAWS may (but need not) obtain such insurance for Franchisee and the Shop on Franchisee's behalf, in which event Franchisee shall cooperate with BAWS and reimburse BAWS for all premiums, costs and expenses it incurs in obtaining and maintaining the insurance. BAWS reserves the right to obtain a master insurance policy on behalf of the Bosch Auto Service Shop franchisees for certain types of coverage and require Franchisee to pay all or a portion of Franchisee's proportionate share of coverage under such master insurance policy to BAWS or directly to an approved or designated supplier. Franchisee is responsible for paying to third parties all claims or amounts that are denied insurance coverage, are not eligible for insurance coverage, or exceed any insurance coverage. It is Franchisee's responsibility to determine whether it requires or should obtain any additional insurance coverage beyond what BAWS requires or may provide.

5.H. Compliance With System Standards. Franchisee acknowledges and agrees that operating and maintaining the Shop according to System Standards, as BAWS may periodically modify and supplement them, are essential to preserve the goodwill of the Marks and all Bosch Auto Service Shops. Therefore, Franchisee agrees at all times to operate and maintain the Shop according to each and every System Standard, as BAWS periodically modifies and supplements them. System Standards may (except as specifically set forth below) regulate any aspect of the Shop's development, operation and maintenance, including any one or more of the following:

- (1) sales, marketing, advertising, promotional and public relations programs and materials for the Shop and media used in these programs, including participation in and compliance with the requirements of any special advertising, marketing, promotional and public relations programs that BAWS periodically specifies in which all or certain Bosch Auto Service Shops participate, such as standards for participating in charitable, community involvement and public relations programs, as BAWS periodically modifies them;
- (2) collection and use of Customer Data;
- (3) participation in the Corporate Customer program;
- (4) the design and appearance of the Shop and its Operating Assets, including the Shop's branding and cleanliness and the placement, maintenance, repair and replacement of equipment;
- (5) minimum and required standards and specifications for products, equipment, materials, supplies and services that Franchisee's Shop uses and/or sells;

(6) adequate staffing to operate and maintain the Shop in accordance with BAWS's standards and satisfy customer demand;

(7) participation in and requirements for group purchasing programs for certain Operating Assets and/or other products and services that Bosch Auto Service Shops use or sell;

(8) maximum or other pricing requirements for products and services that the Shop offers, including requirements for Corporate Customers, promotions, special offers and discounts in which some or all Bosch Auto Service Shops participate, in each case to the maximum extent the law allows;

(9) requirements for vehicles, services, training, qualifications, conduct and appearance of personnel, product packaging, format and use of materials and supplies (including display of the Marks thereon);

(10) participation in market research and test programs that BAWS periodically requires or approves concerning various aspects of the Franchise System, including new or updated procedures, systems, equipment, signs, trade dress, supplies, marketing materials and strategies, merchandising strategies, products and services;

(11) issuing and honoring gift certificates, gift cards, stored value cards and similar items and participating in other promotions, including any customer loyalty programs and promotions and procedures for resolving customer complaints that BAWS periodically specifies;

(12) accepting credit and debit cards and other payment systems, including through the Computer System;

(13) processing and handling customer complaints;

(14) participating in, offering, and honoring claims under, customer warranty programs; and

(15) any other aspects of developing, operating and maintaining the Shop that BAWS determines to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and Bosch Auto Service Shops.

Franchisee acknowledges that BAWS's periodic modification of BAWS's System Standards (including to accommodate changes to the Computer System and the Marks), which may accommodate regional and/or local variations, may obligate Franchisee to invest additional capital in the Shop and incur higher operating costs, and Franchisee agrees to comply with those obligations within the time period BAWS specifies. Although BAWS retains the right to establish and periodically modify the Franchise System and System Standards that Franchisee has agreed to follow, Franchisee retains the responsibility for the day-to-day management and operation of the Shop and implementing and maintaining System Standards at the Shop.

BAWS and Franchisee agree that any materials, guidance or assistance that BAWs provides with respect to the terms and conditions of employment for Franchisee's employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for Franchisee's optional use. Those materials, guidance and assistance do not form part of the mandatory System Standards. Franchisee will determine to what extent, if any, these materials, guidance or assistance should apply to the Shop's employees. Franchisee acknowledges that BAWs does not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Shop employees or patrons. Franchisee is solely responsible for determining the terms and conditions of employment for all Shop employees, for all decisions concerning the hiring, firing and discipline of Shop employees, and for all other aspects of the Shop's labor relations and employment practices.

5.I. Modification of Franchise System. BAWs reserves the right to vary the Franchise System and/or System Standards for any Bosch Auto Service Shop or group of Bosch Auto Service Shops based upon the peculiarities of any conditions or factors that BAWs considers important to its operations. Franchisee has no right to require BAWs to grant Franchisee a similar variation or accommodation.

6. Marketing.

6.A. Launch Marketing Program. Franchisee agrees, at its expense, to implement a Launch marketing program for the Shop in accordance with the requirements in the Operations Manual and other System Standards and, if applicable, the Conversion Plan. Franchisee must prepare and submit to BAWs for its approval a proposed Launch marketing program that covers a period before and after the Launch Date that BAWs specifies and contemplates spending at least the amount set forth in Operations Manual and, if applicable, the Conversion Plan. Franchisee must implement the approved Launch marketing program and, if required by BAWs, Franchisee must provide evidence to BAWs of Franchisee's approved program expenditures.

6.B. Brand Fund. BAWs administers and controls a marketing and brand fund (the "**Brand Fund**") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for all or a group of Bosch Auto Service Shops that BAWs periodically deems appropriate. Franchisee agrees to pay BAWs, via electronic funds transfer or another payment method BAWs specifies and together with each payment of the Royalty, a contribution to the Brand Fund in an amount that BAWs periodically specifies, subject to the Marketing Spending Requirement (defined in Section 6.E).

BAWS has the right to designate and direct all programs that the Brand Fund finances, with sole control over the creative, digital and business concepts, materials, techniques and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing, producing and placing video, audio and written materials, electronic media and Social Media (defined in Section 6.G); developing, maintaining and administering one or more System Websites, online sales and customer retention programs, mobile applications, and other technologies used to reach customers and potential customers; administering national, regional, multi-regional and local marketing, advertising, promotional and customer relationship management programs, including purchasing trade journal, direct mail, Internet and other media

advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; soliciting and maintaining Corporate Customers; loyalty programs; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The Brand Fund also may reimburse Bosch Auto Service Shop operators (including BAWS and/or its affiliates) for expenditures consistent with the Brand Fund's purposes that BAWS periodically specifies. BAWS also may implement programs that could be financed by the Brand Fund, but choose to have them financed through other means, such as direct payments by Franchisee and other participating Bosch Auto Service Shop operators.

BAWS will account for the Brand Fund separately from BAWS's other funds and not use the Brand Fund to pay any of BAWS's general operating expenses, except to compensate BAWS and its affiliates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs BAWS and they incur in connection with activities performed for the Brand Fund and its programs, including conducting market research, preparing advertising and marketing materials, maintaining and administering the System Website and/or Social Media, developing technologies to be used by the Brand Fund or its programs, collecting and accounting for Brand Fund contributions, and paying taxes on contributions. The Brand Fund is not a trust, and BAWS does not owe Franchisee fiduciary obligations because of BAWS's maintaining, directing or administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from BAWS or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. BAWS will use all interest earned on Brand Fund contributions to pay costs before using the Brand Fund's other assets. BAWS will prepare an annual, unaudited statement of Brand Fund collections and expenses and give Franchisee the statement upon written request. BAWS may have the Brand Fund audited periodically at the Brand Fund's expense by an independent accountant BAWS selects. BAWS may incorporate the Brand Fund or operate it through a separate entity whenever BAWS deem appropriate. The successor entity will have all of the rights and duties specified in this Section 6.B.

BAWS intends the Brand Fund to maximize recognition of the Marks and patronage of Bosch Auto Service Shops. Although BAWS will try to use the Brand Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with this Section 6.B) that will benefit all or certain contributing Bosch Auto Service Shops, BAWS need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund contributions from Bosch Auto Service Shops operating in that geographic area, or that any Bosch Auto Service Shop benefits directly or in proportion to the Brand Fund contributions that it makes. BAWS has the right, but no obligation, to use collection agents and institute legal proceedings at the Brand Fund's expense to collect Brand Fund contributions. BAWS also may forgive, waive, settle and compromise all claims by or against the Brand Fund. Except as expressly provided in this Section 6.B, BAWS assumes no direct or indirect liability or obligation to Franchisee for maintaining, directing or administering the Brand Fund.

BAWS may at any time defer or reduce a Bosch Auto Service Shop operator's contributions to the Brand Fund and, upon at least thirty (30) days' written notice to Franchisee, reduce or suspend Brand Fund contributions and/or operations for one or more periods of any

length and terminate (and, if terminated, reinstate) the Brand Fund. If BAWS terminates the Brand Fund, BAWS will (at its option) either spend the remaining Brand Fund assets in accordance with this Section 6.B or distribute the unspent assets to Bosch Auto Service Shop operators (including BAWS and its affiliates, if applicable) then contributing to the Brand Fund in proportion to their contributions during the preceding twelve (12)-month period.

6.C. Advertising Cooperatives. BAWS may designate a geographic area in which two (2) or more Bosch Auto Service Shops are located as an area for an advertising or marketing cooperative (a “**Cooperative**”). The Cooperative’s members in any area are the owners of all of the Bosch Auto Service Shops located and operating in that area (including BAWS and its affiliates, if applicable) that BAWS has the right to require to participate in the Cooperative. Each Cooperative will be organized and governed in a form and manner, and begin operating on a date, that BAWS determines. BAWS may change, dissolve and merge Cooperatives. Each Cooperative’s purpose is, with BAWS’s approval, to develop, administer or implement advertising, marketing and promotional materials and programs for the area that the Cooperative covers. If, as of the Agreement Date, BAWS has established a Cooperative for the geographic area in which the Shop is located, or if BAWS establishes a Cooperative in that area during the Term, Franchisee agrees to sign the documents that BAWS requires to become a member of the Cooperative and to participate in the Cooperative as those documents require. Franchisee agrees to contribute to the Cooperative the amounts that the BAWS determines, subject to the Marketing Spending Requirement.

All material decisions of the Cooperative (except for contribution levels, which are determined by BAWS), will require the affirmative vote of more than fifty percent (50%) of all Bosch Auto Service Shops that are required to participate in the Cooperative (including, if applicable, those operated by BAWS or its affiliate), with each Bosch Auto Service Shop receiving one (1) vote. Franchisee agrees to send BAWS and the Cooperative any reports that BAWS or the Cooperative periodically requires. The Cooperative will operate solely to collect and spend Cooperative contributions for the purposes described above. The Cooperative and its members may not use any advertising, marketing or promotional programs or materials that BAWS has not approved.

6.D. Local Marketing. Franchisee agrees at its expense to participate in the manner BAWS periodically specifies in all advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs that BAWS periodically designates for the Shop. Franchisee must ensure that all of its advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials that Franchisee or its agents or representatives develop or implement relating to the Shop (collectively, “**Local Marketing**”) is completely clear, factual and not misleading, complies with all applicable laws and regulations, and conforms to the highest ethical standards and the advertising and marketing policies that BAWS periodically specifies. Before using them, Franchisee agrees to send to BAWS, for its approval, descriptions and samples of all proposed Local Marketing that BAWS has not prepared or previously approved within the preceding six (6) months. If Franchisee does not receive written notice of approval from BAWS within ten (10) days after BAWS receives the materials, they are deemed disapproved. Franchisee may not conduct or use any Local Marketing that BAWS has not approved or has disapproved. At BAWS’s

option, Franchisee must contract with one or more suppliers that BAWs designates or approves to develop and/or implement Local Marketing. BAWs assumes no liability to Franchisee or any other party due to its specifying any programs or materials or its approval or disapproval of any Local Marketing.

On or before the date that BAWs periodically specifies during each calendar quarter, Franchisee shall prepare and deliver to BAWs, in a form and format that BAWs periodically designates, a quarterly marketing plan describing Franchisee's intended Local Marketing programs and expenditures for the next calendar quarter (the "**Quarterly Marketing Plan**"). The Quarterly Marketing Plan shall contemplate Franchisee spending enough on Local Marketing to comply with the Marketing Spending Requirement. Franchisee agrees to make the changes to the Quarterly Marketing Plan that BAWs periodically specifies (subject to Section 6.E.) and implement the approved Quarterly Marketing Plan in accordance with this Agreement.

6.E. Marketing Spending Requirement. The "**Marketing Spending Requirement**" is the maximum amount that BAWs can require Franchisee to spend on Brand Fund contributions, Cooperative contributions, and approved Local Marketing for the Shop during each calendar month, and is an amount BAWs periodically specifies not to exceed five percent (5%) of the Shop's Gross Sales during that calendar month. Although BAWs may not require Franchisee to spend more than the Marketing Spending Requirement on Brand Fund contributions, Cooperative contributions and approved Local Marketing for the Shop during any calendar month, Franchisee may choose to do so. BAWs will not count towards Franchisee's Marketing Spending Requirement the cost of free or discounted products or services, coupons, special offers or price reductions that Franchisee provides as a promotion, signs, personnel salaries, administrative costs, employee incentive programs, or other amounts that BAWs, in its reasonable judgment, deems inappropriate for meeting the Marketing Spending Requirement. BAWs may periodically review Franchisee's books and records and require Franchisee to submit reports periodically to determine its Cooperative contributions and Local Marketing expenses. If Franchisee fails to spend (or prove that it spent) the Marketing Spending Requirement in any month, then BAWs may, in addition to and without limiting its other rights and remedies, require Franchisee to pay BAWs the shortfall as an additional Brand Fund contribution or to pay BAWs the shortfall for BAWs to spend on Local Marketing for the Shop.

6.F. System Website. BAWs or one or more of its designees may establish a website or series of websites or similar technologies, including mobile applications and other technological advances that perform functions similar to those performed on traditional websites, for the Bosch Auto Service Shop network to advertise, market and promote Bosch Auto Service Shops, the products and services they offer, and the Bosch Auto Service Shop franchise opportunity; to facilitate the operations of Bosch Auto Service Shops; and/or for any other purposes that BAWs determines is appropriate for Bosch Auto Service Shops (those websites, applications and other technological advances are collectively called the "**System Website**"). If BAWs includes information about the Shop on the System Website, then Franchisee agrees to give BAWs the information and materials that BAWs periodically requests concerning the Shop and otherwise participate in the System Website in the manner that BAWs periodically specifies. BAWs has the final decision concerning all information and functionality that appears on the System Website and will update or modify the System Website according to a schedule that BAWs determines.

By posting or submitting to BAWS information or materials for the System Website, Franchisee is representing to BAWS that the information and materials are accurate and not misleading and do not infringe any third party's rights. Franchisee must notify BAWS whenever any information about Franchisee or the Shop on the System Website changes or is not accurate.

BAWS owns all intellectual property and other rights in the System Website and all information it contains, including the domain name or URL for the System Website and all subsidiary websites, the log of "hits" by visitors, and any personal or business data that visitors (including Franchisee, its personnel and its customers) supply. BAWS may use the Brand Fund's assets to develop, maintain, support and update the System Website. BAWS may implement and periodically modify System Standards relating to the System Website and, at BAWS's option, may discontinue all or any part of the System Website, or any services offered through the System Website, at any time.

All Local Marketing that Franchisee develops for the Shop must contain notices of the System Website in the manner that BAWS periodically designates. Franchisee may not develop, maintain or authorize any other website, other online presence or other electronic medium (such as mobile applications, kiosks and other interactive properties or technology-based programs) that mentions or describes Franchisee, the Shop or its products or services or that displays any of the Marks. Except for the System Website (if applicable), Franchisee may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet or using any other technology-based program without BAWS's approval.

If Franchisee is converting an existing vehicle repair center at the Site to a Bosch Auto Service Shop in accordance with Section 2.C., Franchisee must provide BAWS with sufficient evidence for BAWS to determine that all websites and Social Media pages associated with Franchisee's existing vehicle repair center have been removed in accordance with the timelines set forth in the Conversion Plan. If any domain name or Social Media account contains the Marks or the "Bosch" name, Franchisee shall transfer ownership and control of such domain name(s) and Social Media account(s) to BAWS on the Agreement Date.

Nothing in this Section 6.F shall limit BAWS's right to maintain websites and technologies other than the System Website or to offer and sell products or services under the Marks from the System Website, another website or technology, or otherwise over the Internet (including to the Shop's customers and prospective customers) without payment or obligation of any kind to Franchisee.

6.G. Social Media. Franchisee agrees to comply with BAWS's policies and requirements (as BAWS periodically modifies them) concerning blogs, common social networks like Facebook, professional networks like Linked-In, live-blogging tools like X (formerly known as Twitter), virtual worlds, file, audio and video sharing sites like Pinterest, Instagram, Snapchat and TikTok, and other similar social networking or media sites or tools (collectively, "**Social Media**") that in any way reference the Marks or involve the Shop. Franchisee acknowledges that these policies may involve prohibitions on Franchisee's and its representatives' use of Social Media in connection with the Marks or the Shop.

7. Records, Reports and Financial Statements.

Franchisee agrees to establish and maintain at its own expense a bookkeeping, accounting and recordkeeping system conforming to the requirements and formats that BAWS periodically specifies. BAWS may require Franchisee to use the Computer System to maintain certain sales and expense data, financial statements, Customer Data and other information, in the formats that BAWS periodically specifies, and to transmit that data and information to BAWS on a schedule that BAWS periodically specifies. At BAWS's option, the Computer System must allow BAWS unlimited, independent access to, and the ability to download, all information in the Computer System at any time, other than records relating to labor relations and employment practices for Shop employees (collectively, "**Employment Records**").

Franchisee also agrees to give BAWS in the manner and format that BAWS periodically specifies:

(a) within fifteen (15) days after the end of each month, monthly and year-to-date profit and loss and source and use of funds statements and a balance sheet for the Shop as of the end of the previous month; and

(b) within fifteen (15) days after BAWS's request, exact copies of federal and state income, sales and other tax returns and any other forms, records, reports and other information (including amounts paid by Franchisee to suppliers and distributors and repair order information and data) that BAWS periodically requires relating to the Shop or Franchisee, other than Employment Records.

Franchisee agrees to certify or validate each report and financial statement in the manner that BAWS periodically specifies. BAWS may disclose data derived from these reports, including by creating and circulating reports on the financial results of the Shop and/or some or all other Bosch Auto Service Shops to other Bosch Auto Service Shop owners and prospective franchisees.

Franchisee agrees to preserve and maintain all records in a secure location at the Shop or other safe location during the Term and for at least five (5) years afterward. If BAWS determines that Franchisee has failed to comply with Franchisee's reporting or payment obligations under this Agreement, including by submitting any false reports, BAWS may require Franchisee to have audited financial statements prepared annually by a certified public accountant at Franchisee's expense during the remaining Term, in addition to BAWS's other remedies and rights under the Agreement and applicable law.

8. Inspections, Evaluations and Audits.

8.A. Inspections and Evaluations. To determine whether Franchisee and the Shop are complying with this Agreement and all System Standards, BAWS and its designated agents and representatives may at all times, and without prior notice to Franchisee: (a) inspect the Shop and any aspect of its operations; (b) examine and copy the Shop's business, bookkeeping and accounting records, tax records and returns, and other records and documents (other than Employment Records); (c) observe, videotape or otherwise monitor and/or evaluate (or have Franchisee or a third party observe, videotape or otherwise monitor and/or evaluate), whether on-

premises or remotely, the Shop's operation, including both disclosed and undisclosed or so-called "mystery shopping" evaluations of Shop operations, for consecutive or intermittent periods BAWS deems necessary; and (d) discuss matters with the Shop's personnel, customers and prospective customers. Franchisee agrees to cooperate with BAWS and its designated agents and representatives fully. If BAWS exercises any of these rights, BAWS will use commercially reasonable efforts not to interfere unreasonably with the Shop's operation. Franchisee agrees that Franchisee's failure to achieve the minimum quality scores (as described in the Operations Manual) or otherwise satisfy BAWS's System Standards in any quality assurance inspection or evaluation conducted with respect to the Shop is a default under this Agreement. Without limiting BAWS's other rights and remedies under this Agreement, Franchisee agrees promptly to correct at its expense all failures to comply with this Agreement (including any System Standards) that BAWS's inspectors note within the time period BAWS specifies following Franchisee's receipt of BAWS's notice, which might include Franchisee's personnel completing additional training at its expense or BAWS conducting additional inspections or evaluations, for which BAWS may charge Franchisee a reasonable fee.

8.B. Audits. BAWS may at any time during Franchisee's business hours, and without prior notice to Franchisee, examine the Shop's business, bookkeeping and accounting records, tax records and returns, and other records (other than Employment Records). Franchisee agrees to fully cooperate with BAWS's representatives and/or any independent accountants BAWS hires to conduct any such inspection or audit. If any inspection or audit discloses an understatement of the Shop's Gross Sales, Franchisee must pay BAWS, within fifteen (15) days after receiving the inspection or audit report, the Royalties, Brand Fund contributions and any other amounts due on the amount of the understatement, plus interest (in the amount described in Section 4.E) from the date originally due until the date of payment. If BAWS reasonably determines that an inspection or audit is necessary due to Franchisee's failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if BAWS's examination reveals a Royalty or Brand Fund contribution understatement exceeding two percent (2%) of the amount that Franchisee actually reported to BAWS for the period examined, Franchisee agrees to reimburse BAWS for the cost of its examination, including legal fees and independent accountants' fees, plus the travel expenses, room and board, and compensation of BAWS's employees and representatives. These remedies are in addition to BAWS's other remedies and rights under this Agreement and applicable law.

9. Marks.

9.A. Ownership and Goodwill of Marks. Franchisee's right to use the Marks is derived only from this Agreement and is limited to Franchisee's operating the Shop according to this Agreement and all System Standards BAWS implements during the Term. Franchisee's unauthorized use of the Marks is a breach of this Agreement and infringes BAWS's and its licensor's rights in the Marks. Franchisee's use of the Marks and any goodwill established by that use are for the exclusive benefit of the owner of the Marks, and this Agreement does not confer any goodwill or other interests in the Marks upon Franchisee (other than the right to operate the Shop under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks that BAWS periodically authorizes Franchisee to use. Franchisee may not at any time during or after the Term contest or assist any

other person or Entity in contesting the validity, or BAWs's and its licensor's ownership, of the Marks.

9.B. Limitations on Franchisee's Use of Marks. Franchisee agrees to use the Marks as the Shop's sole identification, subject to the notices of independent ownership that BAWs periodically designates. Franchisee may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos BAWs has licensed to Franchisee), (3) in selling any unauthorized services or products, (4) as part of any domain name, electronic address, metatag or otherwise in connection with any Social Media, website or other electronic medium without BAWs's consent, or (5) in any other manner BAWs has not expressly authorized in writing. Franchisee may not use any Mark in advertising the transfer, sale or other disposition of the Shop or any direct or indirect Ownership Interest in Franchisee without BAWs's prior written consent, which BAWs will not unreasonably withhold. Franchisee may not manufacture, use, sell, or distribute, or contract with any party other than BAWs's or its affiliate's authorized licensees to manufacture, use, sell, or distribute, any products bearing any of the Marks. Franchisee agrees to display the Marks prominently as BAWs periodically specifies at the Shop and on forms, advertising, supplies, vehicles, employee uniforms and other materials BAWs periodically designates. Franchisee agrees to give the notices of trademark and service mark registrations that BAWs periodically specifies. Franchisee agrees to obtain any fictitious or assumed name registrations required under applicable law.

9.C. Notification of Infringements and Claims. Franchisee agrees to notify BAWs immediately of any actual or apparent infringement of or challenge to Franchisee's use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than BAWs, its licensor, and its and its licensor's attorneys, and Franchisee's attorneys, regarding any infringement, challenge or claim. BAWs or its licensor may take the action that BAWs or it deems appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding or other proceeding arising from any infringement, challenge or claim or otherwise concerning any Mark. Franchisee agrees to sign any documents and take any reasonable actions that, in the opinion of BAWs's or its licensor's attorneys, are necessary or advisable to protect and maintain BAWs's and its licensor's interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain BAWs's and its licensor's interests in the Marks. At its option, BAWs or its licensor may defend and control the defense of any litigation or proceeding relating to any Mark.

9.D. Discontinuance of Use of Marks. If BAWs believes at any time that it is advisable for BAWs and/or Franchisee to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply with BAWs's directions within a reasonable time after receiving notice. BAWs need not reimburse Franchisee for its expenses in complying with these directions (such as costs Franchisee incurs in changing the Shop's signs or replacing supplies), for any loss of revenue due to any modified or discontinued Mark, or for Franchisee's expenses of promoting a modified or substitute trademark or service mark.

9.E. Indemnification for Use of Marks. BAWs agrees to reimburse Franchisee for all damages and expenses Franchisee incurs or for which Franchisee is liable in any proceeding

challenging Franchisee's right to use any Mark under this Agreement, provided Franchisee's use has been in compliance with this Agreement, the Operations Manual and System Standards and Franchisee has timely notified BAWS of, and complied with BAWS's directions in responding to, the proceeding.

10. Confidential Information, Customer Data and Innovations.

10.A. Confidential Information. BAWS and its affiliates possess (and will continue to develop and acquire) certain confidential information relating to the development and operation of Bosch Auto Service Shops (the "**Confidential Information**"), including:

- (1) development plans for Bosch Auto Service Shops;
- (2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Bosch Auto Service Shops, including vehicle diagnosis, service and repair techniques;
- (3) marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials and programs for Bosch Auto Service Shops;
- (4) knowledge of specifications for and suppliers and distributors of, and methods of ordering, certain Operating Assets and other products that Bosch Auto Service Shops use and/or sell;
- (5) knowledge of the operating results and financial performance of Bosch Auto Service Shops other than the Shop;
- (6) terms of arrangements and other data associated with Corporate Customers;
and
- (7) any other information BAWS reasonably designates from time to time as confidential or proprietary.

Franchisee acknowledges and agrees that by entering into this Agreement and/or acquiring the Shop, Franchisee will not acquire any interest in Confidential Information, other than the right to use certain Confidential Information that BAWS periodically designates in operating the Shop during the Term and according to System Standards and this Agreement's other terms and conditions, and that Franchisee's use of any Confidential Information in any other business would constitute an unfair method of competition with BAWS and its franchisees. BAWS and its affiliates own all right, title and interest in and to the Confidential Information. Franchisee further acknowledges and agrees that the Confidential Information is proprietary, includes BAWS's trade secrets, and is disclosed to Franchisee only on the condition that Franchisee and its Owners agree, and Franchisee and they do agree, that Franchisee and its Owners:

- (a) will not use any Confidential Information in any other business or capacity, whether during or after the Term;

(b) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain;

(c) will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form;

(d) will adopt and implement all reasonable procedures that BAWS periodically designates to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Shop personnel and others needing to know such Confidential Information to operate the Shop, and using confidentiality agreements with those having access to Confidential Information. BAWS has the right to regulate the form of agreement that Franchisee uses and to be a third party beneficiary of that agreement with independent enforcement rights; and

(e) will not sell, trade or otherwise profit in any way from the Confidential Information, except during the Term using methods BAWS approves.

“Confidential Information” does not include information, knowledge or know-how that is or becomes generally known in the vehicle repair industry (without violating an obligation to BAWS or its affiliate) or that Franchisee knew from previous business experience before BAWS provided it to Franchisee (directly or indirectly) or before Franchisee began training or operating the Shop. If BAWS includes any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled.

10.B. Customer Data. Franchisee must comply with BAWS’s System Standards, other directions from BAWS, prevailing industry standards (including payment card industry data security standards), all contracts to which Franchisee is a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Customer Data on Franchisee’s Computer System or otherwise in Franchisee’s possession or control. “**Customer Data**” means names, contact information, financial information, vehicle information, ordering history and other personal information of or relating to the Shop’s customers and prospective customers. If there is a suspected or actual breach of security or unauthorized access involving Franchisee’s Customer Data (a “**Data Security Incident**”), Franchisee must notify BAWS immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Customer Data was compromised or disclosed. Franchisee must comply with BAWS’s instructions in responding to any Data Security Incident. BAWS has the right, but no obligation, to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at Franchisee’s expense.

Franchisee hereby grants to BAWS and its affiliates a non-exclusive, royalty-free, perpetual, sublicensable, non-terminable, irrevocable, worldwide license to make any and all disclosures and use, create derivative works of, copy, reproduce, and adapt the Customer Data, and any other data collected, used or processed by Franchisee using the Computer System, in BAWS’s and its affiliates’ business activities and in any manner that BAWS or they deem appropriate, including marketing of any goods and services, consulting services and data analytics.

BAWS and its affiliates may, through the Computer System or otherwise, have independent access to Customer Data. Franchisee must secure from its vendors, customers, prospective customers and others all consents and authorizations, and provide them all notices and disclosures, that applicable law requires to transmit the Customer Data to BAWS and its affiliates and for BAWS and its affiliates to use that Customer Data in the manner that this Agreement contemplates, including the license granted above.

10.C. **Innovations.** All ideas, concepts, techniques or materials relating to a Bosch Auto Service Shop (collectively, “**Innovations**”), whether or not protectable intellectual property and whether created by or for Franchisee or its Owners, employees or contractors, must be promptly disclosed to BAWS and will be deemed to be BAWS’s sole and exclusive property, part of the Franchise System, and works made-for-hire for BAWS. To the extent any Innovation does not qualify as a work made-for-hire for BAWS, by this paragraph Franchisee assigns ownership of that Innovation, and all related rights to that Innovation, to BAWS and agrees to sign (and to cause its Owners, employees and contractors to sign) whatever assignment or other documents BAWS requests to evidence its ownership or to help BAWS obtain intellectual property rights in the Innovation. BAWS and its affiliates have no obligation to make any payments to Franchisee or any other person with respect to any Innovations. Franchisee may not use any Innovation in operating the Shop or otherwise without BAWS’s prior approval.

11. **Exclusive Relationship.**

Franchisee acknowledges that BAWS has granted Franchisee the rights under this Agreement in consideration of and reliance upon Franchisee’s and its Owners’ agreement to deal exclusively with BAWS in connection with vehicle diagnosis, service, repair and similar services. Franchisee therefore agrees that, during the Term, neither Franchisee nor any of its Owners, directors or officers, nor any members of Franchisee’s or their Immediate Families (defined below), will:

(a) have any direct or indirect, controlling or non-controlling Ownership Interest – whether of record, beneficial or otherwise – in a Competitive Business (defined below), wherever located or operating, provided that this restriction will not apply to the ownership of shares of a class of securities which are publicly traded on a United States stock exchange representing less than three percent (3%) of the number of shares of that class of securities issued and outstanding;

(b) perform services as a director, officer, manager, teacher, employee, consultant, representative or agent for a Competitive Business, wherever located or operating;

(c) directly or indirectly loan any money or other thing of value to, or guarantee any other person’s loan to, or lease any real or personal property to, any Competitive Business (whether directly or indirectly through any owner, director, officer, manager, employee or agent of any Competitive Business), wherever located or operating; or

(d) divert or attempt to divert any actual or potential business or customer of the Shop to another Competitive Business.

The term “**Competitive Business**” means (1) any business that offers vehicle diagnosis, service, repair, maintenance or similar services; or (2) an entity that grants franchises or licenses for any of these types of businesses, other than (a) a Bosch Auto Service Shop operated under a franchise agreement with BAWS; (b) any vehicle service center owned and operated by Franchisee, its affiliate or the Managing Owner as of the Agreement Date, which are set forth on Exhibit A (each, an “**Existing Business**”); (c) any business that primarily provides restoration or repair of damage to vehicles resulting from collisions or other similar occurrences; or (d) original equipment manufacturer dealerships, including such dealerships that offer vehicle diagnosis, service, repair, maintenance or similar services. The term “**Immediate Family**” includes the named individual, his or her spouse, and all minor children of the named individual or his or her spouse.

12. Transfer.

12.A. Transfer by BAWS. Franchisee represents that it has not signed this Agreement in reliance on any direct or indirect owner’s, officer’s or employee’s remaining with BAWS in that capacity. BAWS may change its ownership or form and/or assign this Agreement and any other agreement between BAWS and Franchisee (or any of Franchisee’s owners or affiliates) without restriction. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to BAWS’s interest in it. After BAWS’s assignment of this Agreement to a third party who expressly assumes its obligations under this Agreement, BAWS no longer will have any performance or other obligations under this Agreement. Such an assignment shall constitute a release of BAWS and novation with respect to this Agreement, and the assignee shall be liable to Franchisee as if it had been an original party to this Agreement.

12.B. Transfer by Franchisee – Defined. Franchisee understands and acknowledges that the rights and duties this Agreement creates are personal to Franchisee (or, if Franchisee is an Entity, to its Owners) and that BAWS has granted Franchisee the rights under this Agreement in reliance upon BAWS’s perceptions of Franchisee’s (or its Owners’) individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither a Control Transfer (defined below) nor a Non-Control Transfer (defined below) may be consummated without BAWS’s prior written approval and satisfying the applicable conditions of this Section 12, subject to BAWS’s right of first refusal under Section 12.G. A transfer of the ownership, possession or control of the Shop or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without BAWS’s approval is a breach of this Agreement and has no effect.

In this Agreement, “**Control Transfer,**” means (i) any transfer (as defined below) of this Agreement or any direct or indirect interest in or rights or obligations under this Agreement, or of the Shop or all or substantially all of the Operating Assets; or (ii) any transfer or other transaction, or a series of transfers or other transactions (regardless of the period of time over which they take place), which results in the transfer or creation of a Controlling Ownership Interest in Franchisee, whether directly or indirectly. A “**Controlling Ownership Interest**” in any entity means the percent of the voting shares or other voting rights that result from dividing one hundred percent (100%) of the direct or indirect Ownership Interests by the number of Owners. In the case of a proposed transfer of a direct or indirect Ownership Interest in Franchisee or one of Franchisee’s Owners, the determination of whether a Controlling Ownership Interest is involved must be made as of both immediately before and immediately after the proposed transfer to see if a Controlling

Ownership Interest will be transferred (because of the number of Owners before the proposed transfer) or will be deemed to have been transferred (because of the number of Owners after the proposed transfer). “**Non-Control Transfer**” means the transfer or creation of any direct or indirect Ownership Interest in Franchisee that is not a Control Transfer.

In this Agreement, the term “transfer,” whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact Franchisee (or its Owners) directly or indirectly:

(1) transfer of record or beneficial ownership of any direct or indirect Ownership Interest or the right to receive all or a portion of Franchisee’s profits or losses or any capital appreciation relating to Franchisee or the Shop (whether directly or indirectly);

(2) a merger, consolidation or exchange of direct or indirect Ownership Interests, or issuance of additional direct or indirect Ownership Interests or securities representing or potentially representing direct or indirect Ownership Interests, or a redemption of direct or indirect Ownership Interests;

(3) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control Franchisee’s or the Shop’s operations or affairs or the rights or responsibilities of the Managing Owner;

(4) transfer of a direct or indirect Ownership Interest or other interest in Franchisee, this Agreement, the Operating Assets, or the Shop in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;

(5) if Franchisee or one of its Owners dies, transfer of a direct or indirect Ownership Interest or other interest in Franchisee, this Agreement, the Operating Assets, or the Shop by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(6) the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any direct or indirect Ownership Interest or other interest in Franchisee, this Agreement, the Shop or the Operating Assets; foreclosure upon or attachment or seizure of the Shop or any of its Operating Assets; or Franchisee’s transfer, surrender or loss of the possession, control or management of all or any material portion of the Shop (or its operation) or Franchisee.

12.C. Conditions for Approval of a Transfer. Subject to Section 12.G., BAWS will not unreasonably withhold its approval of a Control Transfer if:

(1) Franchisee and its Owners are then in compliance with all of its obligations under this Agreement and all other agreements with BAWS or its affiliate;

(2) Franchisee provides BAWs written notice of the proposed transfer and all information BAWs reasonably requests concerning the proposed transferee, its direct and indirect owners (if the proposed transferee is an Entity) and the transfer at least thirty (30) days before its effective date;

(3) Franchisee and Managing Owner sign a general release, in a form satisfactory to BAWs, of any and all claims against BAWs and its affiliates and its and their respective owners, officers, directors, employees, representatives, agents, suppliers, distributors, customers, successors and assigns;

(4) the proposed transferee and its direct and indirect owners (if the proposed transferee is an Entity) have no direct or indirect Ownership Interest in and do not perform services for a Competitive Business and meet BAWs's then applicable standards for non-controlling owners of Bosch Auto Service Shop franchisees;

(5) beginning when the transfer closes, Franchisee's transferring Owners agree to comply with Sections 15.B(2) and 15.C;

(6) the transferee (or its direct or indirect owners) and its management personnel, if they are different from Franchisee's management personnel, including any new Managing Owner and General Manager, satisfactorily complete BAWs's then current initial training program applicable to the individual's position, which at BAWs's option might include both preliminary training before the transfer's closing and additional training after the transfer's closing;

(7) the transferee (if the transfer is of this Agreement) or Franchisee (if the transfer is of a direct or indirect Ownership Interest in Franchisee) agrees to repair and/or replace the Operating Assets and upgrade the Shop and the Site in accordance with BAWs's then current requirements and specifications for new similarly situated Bosch Auto Service Shops within the time period that BAWs specifies following the effective date of the transfer;

(8) the transferee (if the transfer is of this Agreement) or Franchisee (if the transfer is of a direct or indirect Ownership Interest in Franchisee) agrees, at BAWs's option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the term, or (b) sign BAWs's then current form of franchise agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining term of this Agreement;

(9) Franchisee or the transferee pays BAWs a transfer fee in an amount equal to Five Thousand Dollars (\$5,000) (in addition to any other transfer or other fees payable under any Development Rights Agreement, other franchise agreement, or other agreement with BAWs or its affiliate); and

(10) BAWs has determined that the purchase price and payment terms will not adversely affect the operation of the Shop, and if Franchisee or its Owners finance any part

of the purchase price, Franchisee and they agree that all obligations under promissory notes, agreements or security interests reserved in the Shop are subordinate to the transferee's obligation to pay all amounts due to BAWS and its affiliates and otherwise to comply with this Agreement.

If the proposed transfer is a Non-Control Transfer, BAWS will not unreasonably withhold its approval if Franchisee, its Owners and/or the proposed transferee and its direct and indirect owners, as applicable, comply with Subsections (1) through (5) above. In addition, in connection with a Non-Control Transfer, Franchisee and its Owners must sign the form of agreement and related documents (including Guarantees) that BAWS then specifies to reflect Franchisee's new ownership structure.

If the proposed transfer is to or among Franchisee's Owners or Immediate Family members, then Subsection (9) will not apply, although Franchisee must reimburse BAWS for the costs BAWS incurs in the transfer, up to the amount of the aggregate transfer fee payable in connection with the transfer. At BAWS's sole option, BAWS may review all information regarding the Shop that Franchisee or its Owners give the transferee and give the transferee copies of any reports that Franchisee has given BAWS or BAWS has made regarding the Shop. Franchisee acknowledges that BAWS has legitimate reasons to evaluate the qualifications of potential transferees (and their direct and indirect owners) and the terms of the proposed transfer, and that BAWS's contact with potential transferees (and their direct and indirect owners) to protect BAWS's business interests will not constitute tortious, improper or unlawful conduct.

12.D. Transfer to a Wholly-Owned Entity. Despite Section 12.C, if Franchisee is in full compliance with this Agreement, then upon at least thirty (30) days' prior written notice to BAWS, Franchisee may transfer this Agreement, together with the Operating Assets and all other assets associated with the Shop, to an Entity which conducts no business other than the Shop and, if applicable, other Bosch Auto Service Shops and of which Franchisee owns and controls one hundred percent (100%) of the equity and voting power of all Ownership Interests, provided that all of the Shop's assets are owned, and the Shop's business is conducted, only by that single Entity. Transfers of direct and indirect Ownership Interests in that Entity are subject to all of the restrictions in this Section 12. Franchisee (including, if Franchisee is a group of individuals, any individual who will not have an Ownership Interest in the transferee Entity), its Owners, and the transferee Entity must sign the form of agreement and related documents (including Guarantees) that BAWS then specifies to reflect the assignment of this Agreement to the transferee Entity and a general release, in a form satisfactory to BAWS, of any and all claims against BAWS and its affiliates and its and their respective owners, officers, directors, employees, representatives, agents, suppliers, distributors, customers, successors and assigns.

12.E. Death or Disability. Upon Franchisee's or its Owner's death or disability, Franchisee's or the Owner's executor, administrator, conservator, guardian or other personal representative (the "**Representative**") must transfer Franchisee's interest in this Agreement, the Operating Assets and the Shop, or such Owner's direct or indirect Ownership Interest in Franchisee, to a third party whom BAWS approves. That transfer (including transfer by bequest or inheritance) must occur within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12. A failure to transfer such interest within this time period is a breach of this Agreement. The term "**disability**"

means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or the Owner from supervising Franchisee's or the Shop's management and operation for thirty (30) or more consecutive days.

12.F. Effect of Consent to Transfer. BAWS's consent to any transfer is not a representation of the fairness of the terms of any contract between Franchisee (or its Owner(s)) and the transferee, a guarantee of the Shop's or transferee's prospects of success, or a waiver of any claims BAWS has against Franchisee (or its Owners) or of BAWS's right to demand the transferee's full compliance with this Agreement's terms or conditions.

12.G. BAWS's Right of First Refusal. If Franchisee or any of its Owners at any time determines to engage in a Control Transfer, whether in one transfer or a series of related transfers, Franchisee agrees to obtain from a responsible and fully disclosed buyer, and send BAWS, a true and complete copy of a bona fide, executed written offer relating exclusively to an interest in this Agreement and the Shop (and its assets) or a direct or indirect Ownership Interest in Franchisee. To be a valid, bona fide offer, the offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price, the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments), and the proposed transaction must relate exclusively to an interest in this Agreement and the Shop (and its assets) or a direct or indirect Ownership Interest in Franchisee and not to any other interests or assets.

BAWS may, by delivering written notice to Franchisee within thirty (30) days after BAWS receives both an exact copy of the offer and all other information it requests, elect to purchase the interest for the price and on the terms and conditions contained in the offer, provided that: (1) BAWS may substitute cash for any form of consideration proposed in the offer; (2) BAWS's credit will be deemed equal to the credit of any proposed buyer; (3) the closing will be not less than sixty (60) days after notifying Franchisee of its election to purchase or, if later, the closing date proposed in the offer, provided that BAWS may delay the closing until it obtains all necessary licenses and permits to operate the Shop; and (4) BAWS must receive, and Franchisee and its Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or Ownership Interests in an Entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and Ownership Interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or Ownership Interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Shop or Franchisee's business prior to the closing of BAWS's purchase. If BAWS does not exercise its right of first refusal, Franchisee or its Owners may complete the sale to the proposed buyer on the original offer's terms, but only if BAWS approves the transfer as provided in this Section 12. If Franchisee does not complete the sale to the proposed buyer (with BAWS's approval) within sixty (60) days after BAWS notifies Franchisee that BAWS does not intend to exercise its right of first refusal, or if there is a material change in the terms of the offer (which Franchisee must tell BAWS promptly), BAWS will have an additional right of first refusal during the thirty (30)-day period following either the expiration of the sixty (60)-day period or BAWS's receipt of notice of the material change in the offer's terms, either on the terms originally offered or the modified terms, at BAWS's option.

BAWS may assign its right of first refusal under this Section 12.G to any Entity (who may be BAWs's affiliate), and that Entity will have all of the rights and obligations under this Section 12.G.

13. Successor Franchise Rights.

13.A. Exercise of Successor Franchise Right. When this Agreement expires (unless it is terminated sooner), if Franchisee satisfies the conditions of this Section 13, Franchisee will have the right to acquire a successor franchise to continue operating the Shop as a Bosch Auto Service Shop for one (1) successor franchise term of five (5) years. However, Franchisee's right to a successor franchise shall only apply if: (1) Franchisee delivers BAWs written notice of its election to acquire a successor franchise (the "**Successor Franchise Notice**") at least six (6) months, but not more than twelve (12) months, before the end of the Term; (2) Franchisee has substantially complied with this Agreement throughout the Term, including the Minimum Purchase Requirement, and is, both on the date Franchisee gives BAWs the Successor Franchise Notice and on the date on which the term of the successor franchise commences, in full compliance with this Agreement, including all System Standards; (3) Franchisee demonstrates that it has the right to maintain possession of the Site for at least five (5) years following this Agreement's expiration; (4) on or before the date upon which the successor franchise commences, Franchisee has renovated and/or remodeled the Shop (which may include making extensive structural changes, substantially altering the Shop's and the Site's appearance, branding, layout and/or design, and/or replacing a material portion of the Operating Assets) in order to meet BAWs's then current requirements for new similarly situated Bosch Auto Service Shops, in accordance with Section 5.A(3); and (5) BAWs is, as of the date that it receives the Successor Franchise Notice, still offering franchises for the development of new Bosch Auto Service Shops.

13.B. Successor Franchise Documents. If Franchisee has satisfied all of the conditions under Section 13.A to acquire the successor franchise, then on or before the date upon which this Agreement expires, Franchisee and its Owners must:

(1) sign BAWs's then current form of franchise agreement and related documents to operate the Shop for the successor franchise term, the provisions of which (including the fees) may differ materially from any and all of those contained in this Agreement, modified to reflect the fact it is for a successor franchise, except that the term shall be five (5) years and it will not grant any rights to a renewal or successor franchise;

(2) pay BAWs, instead of the initial franchise fee under such successor franchise agreement, a successor franchise fee in an amount equal to twenty-five percent (25%) of the then current standard initial franchise fee for new Bosch Auto Service Shop franchisees; and

(3) sign a general release in the form that BAWs specifies as to any and all claims against BAWs, its affiliates, and its and their respective owners, officers, directors, employees, agents, representatives, suppliers, distributors, customers, successors and assigns.

13.C. Holdover. If this Agreement expires without the grant of a successor franchise and Franchisee fails or refuses to comply with the post-expiration obligations under Section 15, then without limiting BAWS's other rights and remedies under this Agreement and applicable law, BAWS may, at its sole option, treat the Term as extended on a week-to-week basis until either BAWS or Franchisee delivers written notice to the other ending such extension.

14. Termination of Agreement

14.A. Termination by Franchisee. Franchisee may terminate this Agreement if BAWS commits a material breach of any of its obligations under this Agreement and fails to correct such breach within thirty (30) days after Franchisee's delivery of written notice to BAWS of such breach; provided, however, that if BAWS cannot reasonably correct the breach within this thirty (30)-day period but provides Franchisee, within this thirty (30)-day period, with reasonable evidence of BAWS's effort to correct the breach within a reasonable time period, then the cure period shall run through the end of such reasonable time period. Franchisee's termination of this Agreement (including by taking steps to de-identify the Shop or otherwise cease operations under this Agreement) other than in accordance with this Section 14.A is a termination without cause and a breach of this Agreement.

14.B. Termination by BAWS. BAWS may, at its option, terminate this Agreement, effective upon delivery of written notice of termination to Franchisee, if:

(1) Franchisee or any of its Owners has made or makes a material misrepresentation or omission in acquiring any of the rights under this Agreement or operating the Shop;

(2) Franchisee, its Owner or any Required Trainees do not satisfactorily complete the Initial Management Training Program, Initial Shop Operations Training Program, and/or required initial technical training, as applicable;

(3) Franchisee is developing a new Shop in accordance with Section 2.B. and fails to sign a Lease or purchase agreement for the Site accepted by BAWS within thirty (30) days after the Agreement Date, or Franchisee is converting an existing vehicle repair center in accordance with Section 2.C. and fails to comply with any requirements or deadlines under the Conversion Plan;

(4) BAWS determines, in its sole judgment, that local law does not permit the branding that BAWS requires, in which event BAWS will refund to Franchisee fifty percent (50%) of the initial franchise fee that Franchisee paid if Franchisee satisfies the conditions set forth in Section 4.A.;

(5) Franchisee fails to Launch the Shop in compliance with this Agreement on or before the Launch Deadline;

(6) Franchisee fails to satisfy the Minimum Purchase Requirement or fails to spend at least fifty percent (50%) of the Minimum Purchase Requirement on Fast Moving Trade Goods during any calendar year;

(7) Franchisee abandons or fails actively to operate the Shop during the required hours of operation for two (2) or more consecutive calendar days, or for three (3) or more calendar days during any month, unless Franchisee closes the Shop for a purpose BAWS approves or in response to a fire or other casualty;

(8) Franchisee surrenders or transfers control of its or the Shop's management or operation without BAWS's prior written consent;

(9) Franchisee or any of its Owners is convicted by a trial court of, or pleads no contest to, a felony;

(10) Franchisee or any of its Owners engages in any dishonest, unethical or illegal conduct which, in BAWS's opinion, adversely affects the Shop's reputation, the reputation of other Bosch Auto Service Shops or the goodwill associated with the Marks;

(11) Franchisee fails to maintain the insurance BAWS requires from time to time and/or Franchisee fails to provide BAWS with proof of such insurance as this Agreement requires;

(12) Franchisee interferes with BAWS's right to inspect the Shop or observe its operation or BAWS's right to audit Franchisee's books and records;

(13) Franchisee or any of its Owners makes an unauthorized transfer in breach of this Agreement;

(14) any other franchise agreement or other agreement between BAWS (or any of its affiliates) and Franchisee (or any of its Owners or affiliates), other than a Development Rights Agreement or a Preliminary Agreement, is terminated before its term expires, regardless of the reason;

(15) Franchisee or any of its Owners, directors or officers (or any members of their Immediate Families) breaches Section 11 or knowingly makes any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(16) Franchisee violates any law, ordinance or regulation relating to the ownership or operation of the Shop, or operates the Shop in an unsafe manner, and (if the violation can be corrected) Franchisee does not begin to correct the violation immediately, and correct the violation fully within seventy-two (72) hours, after Franchisee receives notice of the violation from BAWS or any other party;

(17) Franchisee fails to pay when due any federal, state or local income, sales or other taxes due, or repeatedly fails to make or delays making payments to its suppliers, distributors or lenders, unless Franchisee is in good faith contesting its liability for these taxes or payments;

(18) Franchisee or any of its Owners fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with any one or more

obligations under this Agreement, whether or not any of these failures are corrected after BAWS delivers written notice to Franchisee and whether these failures involve the same or different obligations under this Agreement;

(19) Franchisee or any of its Owners fails on two (2) or more separate occasions within any six (6) consecutive month period, or on three (3) or more separate occasions within any thirty-six (36) consecutive month period, to comply with the same obligation under this Agreement, whether or not any of these failures are corrected after BAWS delivers written notice to Franchisee;

(20) Franchisee or any Owner makes an assignment for the benefit of creditors or admits in writing Franchisee's or its insolvency or inability to pay Franchisee's or its debts generally as they become due; Franchisee or any Owner consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of Franchisee's or its property; the Shop or any of the Operating Assets is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee or liquidator of Franchisee, any Owner or the Shop is not vacated within thirty (30) days following the order's entry;

(21) Franchisee fails to pay BAWS (or its affiliates) any amounts due, whether arising under this Agreement or any other agreement, and does not correct the failure within ten (10) days after BAWS delivers written notice of that failure to Franchisee; or

(22) Franchisee fails to comply with any other provision of this Agreement or any mandatory System Standard and does not correct the failure within thirty (30) days after BAWS delivers written notice of the failure to Franchisee.

14.C. Termination of Other Rights. In addition to and without limiting BAWS's other rights and remedies under this Agreement, any other agreement and applicable law, upon the occurrence of any of the events that give rise to BAWS's right to terminate this Agreement under Section 14.B or that gives BAWS the right to terminate the Development Rights Agreement or any franchise agreement signed pursuant to the Development Rights Agreement, BAWS may, at its sole option and upon delivery of written notice to Franchisee, elect to take any or all of the following actions without terminating this Agreement:

(1) temporarily remove information concerning Franchisee or any Bosch Auto Service Shop from the System Website and/or stop Franchisee's participation in any other programs or benefits offered on or through the System Website;

(2) stop referring Corporate Customers to Franchisee;

(3) stop providing consulting or training services to Franchisee; and/or

(4) suspend Franchisee's right to receive any other services or support that BAWS provides to Franchisee under this Agreement or any other agreement.

BAWS's exercise of its rights under this Section 14.C will not be a defense for Franchisee to BAWS's enforcement of any other provision of this Agreement or waive or release Franchisee from any of its other obligations under this Agreement. BAWS's exercise of these rights will not constitute an actual or constructive termination of this Agreement nor be BAWS's sole or exclusive remedy for Franchisee's default. Franchisee shall continue to pay all fees and otherwise comply with all of its obligations under this Agreement following BAWS's exercise of any of these rights. If BAWS exercises any of its rights under this Section 14.C, BAWS may thereafter terminate this Agreement without providing Franchisee any additional corrective or cure period, unless the default giving rise to BAWS's right to terminate this Agreement has been cured to its reasonable satisfaction.

15. Rights and Obligations Upon Termination or Expiration.

15.A. Payment of Amounts Owed. Franchisee agrees to pay within ten (10) days after this Agreement expires or is terminated, or on any later date that the amounts due are determined, all amounts owed to BAWS or its affiliates under this Agreement or any related agreement which then are unpaid, including any fees that would have been payable during the remainder of the Term.

15.B. De-Identification. When this Agreement expires or is terminated for any reason:

(1) Franchisee must take any actions that are required to cancel all fictitious or assumed name or equivalent registrations relating to its use of any of the Marks and, at BAWS's option, to assign to BAWS (or its designee) or cancel any telephone number, directory listings, electronic address, domain name or website, or rights maintained in connection with any search engine or other technology, that directly or indirectly associates Franchisee or the Shop with BAWS, the Marks, the Franchise System or the network of Bosch Auto Service Shop;

(2) beginning on the De-identification Date (defined below) or the closing of the acquisition of the Purchased Assets (defined in Section 15.D) under Section 15.D, Franchisee and its Owners shall not directly or indirectly at any time thereafter or in any manner (except in connection with other Bosch Auto Service Shops they own and operate): (a) identify itself or themselves or any business as a current or former Bosch Auto Service Shop or as one of BAWS's current or former franchisees or licensees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark, or any other indicia of a Bosch Auto Service Shop in any manner or for any purpose, including in or on any advertising or marketing materials, forms, or any website, Social Media or other electronic media; or (c) use for any purpose any trade dress, trade name, trademark, service mark or other commercial symbol that indicates or suggests a connection or association with BAWS or the network of Bosch Auto Service Shops;

(3) within three (3) days after the De-identification Date, Franchisee must remove and deliver to BAWS (or, at its option, destroy) all exterior and interior signs, Local Marketing and other advertising, marketing and promotional materials, forms and other

documents containing any of the Marks or otherwise identifying or relating to a Bosch Auto Service Shop; and

(4) within ten (10) days after the De-identification Date, Franchisee must make such alterations as BAWS reasonably specifies to distinguish the Shop and its assets clearly from their former appearance as a Bosch Auto Service Shop and from other Bosch Auto Service Shops so as to prevent a likelihood of confusion by the public and otherwise take the steps that BAWS specifies to de-identify the Shop, including permanently removing all Marks and trade dress from the Shop's walls and altering the Shop's color scheme, layout and other aspects of the trade dress associated with the Franchise System.

Franchisee must provide BAWS written evidence (including pictures, as applicable) of its compliance with this Section 15.B upon BAWS's request. If Franchisee fails to comply with any of its obligations under this Section 15.B, then, without limiting BAWS's other rights and remedies under this Agreement or applicable law, BAWS or its designee may take any action that this Section 15.B requires on Franchisee's behalf and at Franchisee's expense, including by entering the Shop and adjacent areas, without prior notice or liability, to remove the items and/or make the alterations that this Section 15.B requires. The "**De-identification Date**" means: (i) the closing date of BAWS's (or assignee's) purchase of the Purchased Assets pursuant to Section 15.D; or (ii) if that closing does not occur, the date upon which the option under Section 15.D expires or the date upon which BAWS provides Franchisee written notice of its decision not to exercise that option, whichever occurs first. If BAWS or its assignee acquires the Purchased Assets under Section 15.D, then Franchisee's obligations under Sections 15.B(3) and (4) will be void and of no force or effect.

15.C. Confidential Information. Franchisee agrees that, when this Agreement expires or is terminated, Franchisee and its Owners will immediately cease using any Confidential Information, whether directly or indirectly through one or more intermediaries, in any business or otherwise and return to BAWS all copies of the Operations Manual and any other confidential materials that BAWS has loaned Franchisee.

15.D. BAWS's Right to Purchase Shop Assets.

(1) **Exercise of Option**. Upon termination of this Agreement for any reason (other than Franchisee's termination in accordance with Section 14.A. or BAWS's termination in accordance with Section 14.B.(4)), BAWS has the option, exercisable by giving Franchisee written notice within fifteen (15) days after the date of termination (the "**Exercise Notice**"), to purchase those Operating Assets and other assets used in the operation of the Shop that BAWS designates (the "**Purchased Assets**"). BAWS has the unrestricted right to exclude any assets it specifies relating to the Shop from the Purchased Assets and not acquire them. Franchisee agrees to provide BAWS the financial statements and other information BAWS reasonably requires, and to allow BAWS to inspect the Shop and its assets, to determine whether to exercise BAWS's option under this Section 15.D. If Franchisee or one of its affiliates owns the Site, BAWS may elect to include a fee simple interest in the Site as part of the Purchased Assets or, at BAWS's option, lease the Site from Franchisee or that affiliate for an initial five (5)-year term with one (1) renewal term of five (5) years (at BAWS's option) on commercially reasonable terms. Franchisee (and

its Owners) agree to cause Franchisee's affiliate to comply with these requirements. If Franchisee leases the Site from an unaffiliated lessor, Franchisee agrees (at BAWs's option) to assign the Lease to BAWs or to enter into a sublease for the remainder of the Lease term on the same terms (including renewal options) as the Lease.

(2) **Operations Pending Purchase.** While BAWs is deciding whether to exercise its option under this Section 15.D, and, if BAWs does exercise that option, during the period beginning with its delivery of the Exercise Notice and continuing through the closing of the purchase, Franchisee must continue to operate the Shop according to this Agreement and all System Standards. However, BAWs may, at any time during that period, enter the Shop's premises and assume the management of the Shop itself or appoint a third party (who may be its affiliate) to manage the Shop. All funds from the operation of the Shop while BAWs or its appointee assumes the Shop's management will be kept in a separate account, and all of the expenses of the Shop will be charged to that account. BAWs or its appointee may charge Franchisee (in addition to the amounts due under this Agreement) a management fee equal to ten percent (10%) of the Shop's Gross Sales during the period of management, plus any direct costs and expenses associated with the management. BAWs or its appointee has a duty to utilize only reasonable efforts and will not be liable to Franchisee for any debts, losses or obligations the Shop incurs, or to any of Franchisee's creditors for any products or services the Shop purchases, while managing it. Franchisee shall not take any action or fail to take any action that would interfere with BAWs's or its appointee's exclusive right to manage the Shop.

(3) **Purchase Price.** The purchase price for the Purchased Assets (the "**Purchase Price**") will be their fair market value in the operation of a vehicle service center as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Marks, BAWs's brand image, any Confidential Information or BAWs's other intellectual property rights, or participation in the network of Bosch Auto Service Shops.

(4) **Appraisal.** If BAWs and Franchisee cannot agree on the Purchase Price for the Purchased Assets, it will be determined by three (3) independent appraisers, each of whom in doing so will be bound by the criteria specified in subparagraph (3). BAWs will appoint one appraiser, Franchisee will appoint one appraiser, and these two appraisers will appoint the third appraiser. Franchisee and BAWs agree to appoint their respective appraisers within fifteen (15) days after BAWs delivers the Exercise Notice (if Franchisee and BAWs have not agreed on the Purchase Price before then), and the two appraisers so chosen must appoint the third appraiser within ten (10) days after the last of them is appointed. If either BAWs or Franchisee does not appoint their respective appraiser by that deadline, then the other party's appointed appraiser shall be the sole appraiser to determine the Purchase Price under this Subsection (4). BAWs and Franchisee each will bear the costs of its own appointed appraiser and share equally the fees and expenses of the third appraiser. Within thirty (30) days after BAWs delivers the Exercise Notice, each party shall submit its respective calculation of the Purchase Price to the appraisers in such detail as the appraisers request and according to the criteria specified in subparagraph (3). Within ten (10) days after receiving both calculations, the appraisers shall determine, by a

majority vote, and notify Franchisee and BAWS which of the calculations is the most correct. The appraisers must choose either Franchisee's or BAWS's calculation, and may not develop their own fair market value calculation. The appraisers' choice shall be the Purchase Price.

(5) **Closing.** BAWS will pay the Purchase Price at the closing, which will take place within sixty (60) days after the Purchase Price is determined or, if later, on the date upon which BAWS obtains licenses and permits to operate the Shop. BAWS may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts Franchisee owes BAWS or its affiliates. BAWS is entitled to all customary representations, warranties and indemnities in its asset purchase, including representations and warranties as to ownership and condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Shop or Franchisee's business prior to the closing of the purchase. At the closing, Franchisee agrees to deliver instruments transferring to BAWS: (a) good and merchantable title to the Purchased Assets, free and clear of all liens and encumbrances (other than liens and security interests acceptable to BAWS), with all sales and transfer taxes paid by Franchisee; and (b) all of the Shop's licenses and permits which may be assigned or transferred. If Franchisee cannot deliver clear title to all of the Purchased Assets, or if there are other unresolved issues, the sale will be closed through an escrow. Franchisee and its Owners further agree to sign general releases, in a form satisfactory to BAWS, of any and all claims against BAWS and its affiliates and its and their respective owners, officers, directors, employees, agents, representatives, suppliers, distributors, customers, successors and assigns.

(6) **Assignment.** BAWS may assign its rights under this Section 15.D to any Entity (who may be BAWS's affiliate), and that Entity will have all of the rights and obligations under this Section 15.D.

15.E. Continuing Obligations. All of BAWS's and Franchisee's (and its Owners') obligations under this Agreement which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

16. Relationship of the Parties/Indemnification.

16.A. Independent Contractors. Franchisee and BAWS understand and agree that this Agreement does not create a fiduciary relationship between them. Franchisee has no authority, express or implied, to act as the agent of BAWS or any of its affiliates for any purpose. Franchisee is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Shop and its business, including any personal property, equipment, fixtures or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Shop. Further, BAWS and Franchisee are not and do not intend to be partners, associates, or joint employers in any way, and BAWS shall not be construed to be jointly liable for any of Franchisee's acts or omissions under any circumstances. BAWS (and its affiliates) will

not exercise direct or indirect control over the working conditions of Shop personnel, except to the extent such indirect control is related to BAWS's legitimate interest in protecting its Marks and the quality of the products and services associated with the Marks. BAWS (and its affiliates) do not share or codetermine the employment terms and conditions of the Shop's employees and do not affect matters relating to the employment relationship between Franchisee and the Shop's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Franchisee agrees to identify itself conspicuously in all dealings with customers, prospective customers, employees, suppliers, distributors, public officials and others as the Shop's owner under a franchise BAWS has granted and to place notices of independent ownership on the forms, business cards, employment materials, advertising, signs and other materials BAWS requires from time to time.

16.B. No Liability for Acts of Other Party. BAWS and Franchisee agree not to make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name or on behalf of the other or represent that their relationship is other than franchisor and franchisee. BAWS will not be obligated for any damages to any person or property directly or indirectly arising out of the Shop's operation or the business Franchisee conducts under this Agreement.

16.C. Taxes. BAWS will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee or the Shop, due to the business Franchisee conducts (except any taxes BAWS is required by law to collect from Franchisee for purchases from BAWS and BAWS's income taxes). Franchisee is responsible for paying these taxes.

16.D. Indemnification and Defense of Claims.

(1) Franchisee agrees to indemnify and hold harmless BAWS, its affiliates, and its and their respective owners, directors, officers, employees, agents, representatives, successors and assignees (the "**Indemnified Parties**") against, and to reimburse any one or more of the Indemnified Parties for, all Losses (defined below) directly or indirectly arising out of or relating to: (a) the Shop's development or operation; (b) the business Franchisee conducts under this Agreement; (c) Franchisee's breach of this Agreement; (d) Franchisee's noncompliance or alleged noncompliance with any law, ordinance, rule or regulation, including those concerning the Shop's construction, design or operation, and including any allegation that BAWS or another Indemnified Party is a joint employer or otherwise responsible for Franchisee's acts or omissions relating to Franchisee's employees; or (e) claims alleging either intentional or negligent conduct, acts or omissions by Franchisee (or its contractors or any of its or their employees, agents or representatives), or by BAWS or its affiliates (or its or their contractors or any of its or their employees, agents or representatives), subject to Section 16.D(3). "**Losses**" means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs, including accountants', arbitrators', attorneys', and expert witnesses' fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

(2) Franchisee agrees to defend the Indemnified Parties against any and all claims asserted or inquiries made (formally or informally), or legal actions, investigations, or other proceedings brought, by a third party and directly or indirectly arising out of or relating to any matter described in Subsection 16.D(1)(a) through (e) above (collectively, “**Proceedings**”), including those alleging the Indemnified Party’s negligence, gross negligence, willful misconduct and/or willful wrongful omissions. Each Indemnified Party may at Franchisee’s expense defend and otherwise respond to and address any claim asserted or inquiry made, or Proceeding brought, that is subject to this Section 16.D (instead of having Franchisee defend it as required above), and agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses Franchisee is solely responsible, subject to Section 16.D(3). An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against Franchisee, and Franchisee agrees that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this Section 16.D. Franchisee’s obligations under this Section 16.D will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination.

(3) Despite Section 16.D(1), Franchisee has no obligation to indemnify or hold harmless an Indemnified Party for, and BAWS will reimburse Franchisee for, any Losses (including costs of defending any Proceeding under Section 16.D(2)) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party’s willful misconduct or gross negligence, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employer) or BAWS’s failure to compel Franchisee to comply with this Agreement, which are claims for which Franchisee is not entitled to indemnification pursuant to this Section 16.D(3). However, nothing in this Section 16.D(3) limits Franchisee’s obligation to defend BAWS and the other Indemnified Parties under Section 16.D(2).

17. Enforcement.

17.A. Severability and Substitution of Valid Provisions. Except as expressly provided to the contrary in this Agreement (including in Section 17.F), each Section, Subsection, paragraph, term and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or arbitrator with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, Franchisee and BAWS agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant’s validity. If any applicable and binding law or rule of any jurisdiction requires more notice than

this Agreement requires of termination or of BAWS's refusal to enter into a successor franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and BAWS may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

17.B. Waiver of Obligations and Force Majeure. BAWS and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. But, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon BAWS unless in writing and signed by one of BAWS's officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party hereto to enforce any claim or right hereunder, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. Any waiver BAWS grants will be without prejudice to any other rights BAWS has, will be subject to its continuing review, and may be revoked at any time and for any reason, effective upon delivery to Franchisee of ten (10) days' prior written notice.

BAWS and Franchisee will not be deemed to waive or impair any right, power or option this Agreement reserves (including BAWS's right to demand exact compliance with every term, condition and covenant or to declare any breach to be a default and to terminate this Agreement before the Term expires) because of any custom or practice at variance with its terms; BAWS's or Franchisee's failure, refusal or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including Franchisee's compliance with any System Standard; BAWS's waiver of or failure to exercise any right, power or option, whether of the same, similar or different nature, with other Bosch Auto Service Shops; the existence of franchise or license agreements for other Bosch Auto Service Shops which contain provisions different from those contained in this Agreement; or BAWS's acceptance of any payments due from Franchisee after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to BAWS will be a waiver, compromise, settlement or accord and satisfaction. BAWS is authorized to remove any legend or endorsement, and they shall have no effect.

Neither BAWS nor Franchisee will be liable for loss or damage or be in breach of this Agreement if its failure to perform obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government which do not arise from a violation or alleged violation of any law, rule, regulation or ordinance; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these

causes will not excuse payment of amounts owed at the time of the occurrence or payment of Royalties, Brand Fund contributions and other amounts due afterward.

17.C. Costs and Attorneys' Fees. If either BAWS or Franchisee initiates a legal proceeding in connection with this Agreement or the relationship of the parties hereto, the non-prevailing party in such proceeding shall reimburse the prevailing party for any costs and expenses that the prevailing party incurs, including reasonable accounting, attorneys', arbitrators' and related fees.

17.D. Applying and Withholding Payments. Despite any designation Franchisee makes, BAWS may apply any of Franchisee's payments to any of Franchisee's past due indebtedness to BAWS (or its affiliates). BAWS may set-off any amounts Franchisee or its Owners owe BAWS or its affiliates against any amounts BAWS or its affiliates might owe Franchisee or its Owners, whether in connection with this Agreement or otherwise. Franchisee may not withhold payment of any amounts owed to BAWS or its affiliates on the grounds of BAWS's or their alleged nonperformance of any of its or their obligations under this Agreement or any other agreement.

17.E. Rights of Parties are Cumulative. BAWS's and Franchisee's rights under this Agreement are cumulative, and their exercise or enforcement of any right or remedy under this Agreement will not preclude their exercise or enforcement of any other right or remedy under this Agreement which they are entitled by law to enforce.

17.F. Arbitration. All controversies, disputes or claims between BAWS (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) and Franchisee (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) arising out of or related to:

- (1) this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and BAWS (or its affiliates) or any provision of any of such agreements (including this Section 17.F);
- (2) the relationship between BAWS and Franchisee;
- (3) the scope and validity of this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and BAWS (or its affiliates) or any provision of any of such agreements (including the scope and validity of the arbitration obligations under this Section 17.F, which Franchisee and BAWS acknowledge is to be determined by an arbitrator and not a court); or
- (4) any System Standard

will be submitted for arbitration to the office of the American Arbitration Association closest to BAWS's then current principal business address. Except as otherwise provided in this Agreement, such arbitration proceedings shall be heard by three (3) arbitrators in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Within fourteen (14) days after the commencement of any arbitration proceeding (the "**Arbitrator Selection Deadline**"), Franchisee and BAWS shall each select one (1) person to act as an arbitrator and the

two (2) selected arbitrators shall select a third (3rd) arbitrator within ten (10) days after the Arbitrator Selection Deadline. If the arbitrators selected by Franchisee and BAWS are unable or fail to agree upon the third (3rd) arbitrator, the third (3rd) arbitrator shall be selected by the American Arbitration Association. Arbitration proceedings shall be held at a suitable location to be chosen by the arbitrators which is within ten (10) miles of BAWS's principal business address at the time that the arbitration action is filed. The arbitrators have no authority to establish a different hearing locale. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) will be governed by it and not by any state arbitration law.

The arbitrators shall have the right to award or include in their award any relief which they deem proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, provided that: (i) the arbitrators shall not have authority to declare any Mark generic or otherwise invalid; and (ii) except for punitive, exemplary, treble and other forms of multiple damages available to any party under federal law or owed to third parties which are subject to indemnification under Section 16.D, BAWS and Franchisee waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, treble or other forms of multiple damages against the other and agree that, in the event of a dispute between them, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. The award and decision of the arbitrators shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

BAWS and Franchisee agree to be bound by the provisions of any limitation on the period of time by which claims must be brought under this Agreement or applicable law, whichever expires first. BAWS and Franchisee further agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitrators may not consider any settlement discussions or offers that might have been made by either Franchisee or BAWS. BAWS reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished BAWS's right to seek the recovery of those costs in accordance with Section 17.C.

BAWS and Franchisee agree that arbitration shall be conducted on an individual, not a class-wide, basis, that only BAWS (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) and Franchisee (and its affiliates and its and their respective owners, officers, directors, managers, agents and employees, as applicable) may be the parties to any arbitration proceeding described in this Section 17.F, and that no such arbitration proceeding shall be consolidated with any other arbitration proceeding involving BAWS and/or any other person or Entity. Notwithstanding the foregoing or anything to the contrary in this Section 17.F or Section 17.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 17.F, then BAWS and Franchisee agrees that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 17 (excluding this Section 17.F).

Except as may be required by applicable law, including in connection with the offer of franchises, neither Franchisee (nor its Owners or affiliates), BAWS (nor its affiliates), their respective counsel, nor any arbitrator may disclose the existence, content, or results or any arbitration conducted in accordance with this Section 17.F. without the prior written consent of both parties.

The provisions of this Section 17.F are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Notwithstanding anything to the contrary contained in this Section 17.F, BAWS and Franchisee each have the right to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. In that case, BAWS and Franchisee must contemporaneously submit the dispute for arbitration on the merits according to this Section 17.F.

17.G. Governing Law. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, all controversies, disputes or claims arising from or relating to:

- (1) this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and BAWS (or its affiliates);
- (2) the relationship between BAWS and Franchisee;
- (3) the validity of this Agreement or any other agreement between Franchisee (or its Owners or affiliates) and BAWS (or its affiliates); or
- (4) any System Standard

will be governed by the laws of the State of Illinois, without regard to its conflict of laws rules, except that any law regulating the sale of franchises, licenses, or business opportunities, governing the relationship of a franchisor and its franchisee or the relationship of a licensor and its licensee, or involving unfair or deceptive acts or practices will not apply unless its jurisdictional requirements are met independently without reference to this Section 17.G.

17.H. Consent to Jurisdiction. Subject to the arbitration obligations in Section 17.F, Franchisee and its Owners agree that all judicial actions brought by BAWS against Franchisee or its Owners, or by Franchisee or its Owners against BAWS, its affiliates or its or their respective owners, officers, directors, agents, or employees, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where BAWS maintains its principal business address at the time that the action is brought. Franchisee and each of its Owners irrevocably submits to the jurisdiction of such courts and waives any objection that any of them may have to either jurisdiction or venue. Notwithstanding the foregoing, BAWS may bring an action for a temporary restraining order or for temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which Franchisee or any of its Owners resides or the Shop is located.

17.I. Waiver of Punitive Damages. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 16.D, BAW'S AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN BAW'S AND FRANCHISEE (OR FRANCHISEE'S OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

17.J. Binding Effect and Amendment. This Agreement is binding upon BAW'S and Franchisee and their respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to BAW'S rights to modify the Operations Manual, System Standards and Franchise System, this Agreement may not be amended or modified except by a written agreement signed by both Franchisee and BAW'S.

17.K. Limitations of Claims. EXCEPT FOR CLAIMS ARISING FROM FRANCHISEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS IT OWES BAW'S, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN BAW'S AND FRANCHISEE (AND FRANCHISEE'S OWNERS) WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING IS COMMENCED IN THE PROPER FORUM WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

17.L. Construction. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda signed at the same time as this Agreement, constitutes BAW'S and Franchisee's entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between BAW'S and Franchisee relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation that BAW'S made in the most recent disclosure document (including its exhibits and amendments) that BAW'S delivered to Franchisee or its representative. Any policies that BAW'S adopts and implements from time to time to guide BAW'S in its decision-making are subject to change, are not a part of this Agreement and are not binding on BAW'S. Except as provided in Sections 16.D and 17.F, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or Entity not a party to this Agreement.

References in this Agreement to BAW'S, with respect to all of BAW'S's rights and all of Franchisee's obligations to BAW'S under this Agreement, include any of BAW'S's affiliates with whom Franchisee deals in connection with the Shop. The term "**affiliate**" means any individual or Entity directly or indirectly owned or controlled by, under common control with, or owning or controlling the party indicated. "**Control**" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the rights under this Agreement and the Shop, whether as partners or joint venturers, their obligations and liabilities to BAWS will be joint and several. “**Person**” (whether or not capitalized) means any individual or Entity. The term “**Shop**” includes all of the assets of the Bosch Auto Service Shop Franchisee operates under this Agreement, including its revenue and income.

The headings of the Sections, Subsections and paragraphs are for convenience only and do not define, limit or construe their contents. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words “**include**,” “**including**,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

17.M. The Exercise of BAWS’s Judgment. BAWS has the right to operate, develop and change the Franchise System and System Standards in any manner that is not specifically prohibited by this Agreement. Whenever BAWS has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, BAWS may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to BAWS and its judgment of what is in the best interests of BAWS or its affiliates, the Bosch Auto Service Shop network generally, or the Franchise System at the time its decision is made, without regard to whether it could have made other reasonable or even arguably preferable alternative decisions or whether its decision promotes BAWS’s or its affiliates’ financial or other individual interest. Except where this Agreement expressly obligates BAWS reasonably to approve or not unreasonably to withhold its approval of any of Franchisee’s actions or requests, BAWS has the absolute right to refuse any request Franchisee makes or to withhold its approval of any of Franchisee’s proposed, initiated or completed actions that require its approval.

18. Notices and Payments

All written notices, reports and payments permitted or required to be delivered by the provisions of this Agreement or the Operations Manual will be deemed so delivered:

- (1) in the case of Royalties, Brand Fund contributions and other amounts due, at the time BAWS actually debits Franchisee’s account (if BAWS institutes an automatic debit program for the Shop) or receives such amounts;
- (2) one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or
- (3) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid;

and must be addressed to the party to be notified at its most current principal business address of which the notifying party has notice and/or, with respect to any approvals or notices that BAWS provides to Franchisee or its Owners, at the Shop’s address. Any required payment or report which

BAWS does not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

19. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgment signed or agreed to by 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 BAWS, any franchise seller, or any other person acting on behalf of BAWS. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the Agreement Date.

BAWS:

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**EXHIBIT A
TO THE
BOSCH AUTO SERVICE SHOP FRANCHISE AGREEMENT**

BASIC TERMS

1. The “**Initial Franchise Fee**” is _____ Dollars (\$_____).
2. The “**Site**” is _____.
3. The “**Launch Deadline**” is _____, 20__.
4. The “**Launch Date**” is _____, 20__.
5. The Applicable Royalty Percentage as of the Launch Date is: ___ percent (___%).
6. Each of the following is an “**Existing Business**”:

BAWS

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

(IF ENTITY):

[Entity Name]

By: _____

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**EXHIBIT B
TO THE
BOSCH AUTO SERVICE SHOP FRANCHISE AGREEMENT**

OWNERS AND GUARANTORS

OWNERS

The ownership structure for _____ is as follows:

Name: _____ Address: _____	% of Total Share/Units: _____
Name: _____ Address: _____	% of Total Share/Units: _____
Name: _____ Address: _____	% of Total Share/Units: _____
Name: _____ Address: _____	% of Total Share/Units: _____

OFFICERS/EXECUTIVES:

The officers and principal executives for _____ are as follows:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

MANAGING OWNER:

The Managing Owner is _____.

GENERAL MANAGER:

The General Manager is _____.

BAWS:

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

(IF ENTITY):

[Name]

By: _____

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

**EXHIBIT C
TO THE
BOSCH AUTO SERVICE SHOP FRANCHISE AGREEMENT**

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given
_____, by _____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the “**Agreement**”) on this date by **BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC (“BAWS”)**, each of the undersigned personally and unconditionally (a) guarantees to BAWS and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ (“**Franchisee**”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement); and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the arbitration, non-competition, confidentiality, and transfer requirements.

Each of the undersigned acknowledges that he, she or it is either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; that he, she or it will benefit significantly from BAWS’s entering into the Agreement with Franchisee; and that BAWS would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

Each of the undersigned consents and agrees that: (1) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon BAWS’s pursuit of any remedies against Franchisee or any other person or entity; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which BAWS may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as BAWS has any cause of action against Franchisee or any of its owners or guarantors; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to BAWS; (ii) all rights to require BAWS to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, or any right to participate in, any security now or hereafter held by BAWS; and (iv) acceptance and notice of acceptance by BAWS of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. BAWS shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to BAWS. Without affecting the obligations of the undersigned under this Guaranty, BAWS may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

If BAWS is required to enforce this Guaranty in a judicial proceeding, and prevail in such proceeding, BAWS shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If BAWS is required to engage legal counsel in connection with any failure by

the undersigned to comply with this Guaranty, the undersigned shall reimburse BAWS for any of the above-listed costs and expenses it incurs.

Subject to the arbitration obligations in Section 17.F. of the Agreement and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between BAWS and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where BAWS maintains its principal business address at the time that the action is brought. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that BAWS may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he, she or it is domiciled or has assets.

[Signature Page Follows]

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

GUARANTOR(S)

**PERCENTAGE OF OWNERSHIP IN
FRANCHISEE**

[Signature]

_____ %

[Print Name]

**EXHIBIT D
TO THE
BOSCH AUTO SERVICE SHOP FRANCHISE AGREEMENT**

CONVERSION PLAN

SAMPLE CONVERSION PLAN

NOTE: BAWS will create a customized Conversion Plan for each Bosch Auto Service Shop, which will take into account each existing facility's characteristics.

Category	Examples of Activities*
Facilities	Coding and permit assessments, signage installation, interior and exterior improvements
Marketing	Digital presence debranding, set up launch marketing campaign
Products and Services	Insurance, uniforms, warranty
Franchise	Tools and equipment requirements, optional inventory, Shop Management System migration
Onboard Training	Workshop process and procedure training, parts and inventory process training

***depends on facility**

EXHIBIT C

DEVELOPMENT RIGHTS AGREEMENT

**BOSCH AUTO SERVICE SHOP
DEVELOPMENT RIGHTS AGREEMENT**

THIS DEVELOPMENT RIGHTS AGREEMENT (the “**Agreement**”) is made and entered into as of this _____ day of _____, 20__ (the “**Agreement Date**”), regardless of the date of the parties’ signatures, between **BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC**, a Delaware limited liability company with its principal business address at 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181 (“**BAWS**”) and _____, whose principal business address is _____ (“**Developer**”).

1. **Background.** BAWS and Developer (or its Controlled Affiliate, as defined below) are signing or have signed a Franchise Agreement dated as of _____, 20__ (the “**Existing Agreement**”) under which Developer (or its Controlled Affiliate) operates or will operate a Bosch Auto Service Shop (the “**First Developer Shop**”) in or at _____. All capitalized terms used but not defined in this Agreement shall have the meanings in the Existing Agreement. BAWS and Developer are signing this Agreement to provide Developer the right and obligation to develop a number of Bosch Auto Service Shops within a certain geographic area over a certain period of time. BAWS is willing to grant Developer these development rights if Developer complies with the terms of this Agreement.

2. **Grant of Development Rights.** Subject to Developer’s (and its affiliates’) compliance with this Agreement, the Existing Agreement, and all other franchise and other agreements between BAWS (or its affiliate) and Developer (or its affiliate) (collectively, the “**Related Agreements**”), BAWS hereby grants Developer and/or any of Developer’s approved Controlled Affiliates (defined below) the right, and Developer assumes the obligation, to sign Franchise Agreements (defined in Section 6) to develop or convert (as applicable) and operate the number of Bosch Auto Service Shops identified on Exhibit A (including the First Developer Shop, collectively, the “**Developer Shops**”) according to a development schedule identified on Exhibit A (the “**Development Schedule**”), and within a geographic area identified on Exhibit B (the “**Development Area**”). “**Controlled Affiliate**” means any corporation, limited liability company or other Entity of which Developer owns eighty percent (80%) or more of the total authorized Ownership Interests. Developer may, subject to the terms and conditions of this Agreement and the Related Agreements, satisfy the Development Schedule by: (a) constructing (either directly or through a Controlled Affiliate) new Bosch Auto Service Shops in the Development Area; and/or (b) converting (either directly or through a Controlled Affiliate) existing vehicle repair centers located in the Development Area to Bosch Auto Service Shops.

3. **No Bosch Auto Service Shops in Development Area.** If Developer is complying with this Agreement, and Developer and its affiliates are fully complying with all of the Related Agreements, then during the term of this Agreement only, neither BAWS nor its affiliates will operate, or authorize any other party to operate, a Bosch Auto Service Shop the physical premises of which are located within the Development Area, except for franchises BAWS grants to Developer and its approved Controlled Affiliates. BAWS (and any affiliates that BAWS might have from time to time) shall at all times have the right to engage in any

activities BAWs or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever BAWs or they desire, including, without limitation, those which BAWs now reserves in Section 2.G. of the Existing Agreement (to the extent such activities are not expressly prohibited under this Section 3). Upon expiration or termination of this Agreement, BAWs (and its affiliates) may operate, and authorize any other parties to operate, Bosch Auto Service Shops the physical premises of which are located within the Development Area and engage, and allow others to engage, in any other activities BAWs desires within and outside the Development Area without any restrictions whatsoever, subject only to Developer's (or its Controlled Affiliate's) rights under then existing franchise agreements with BAWs.

4. **Development Fee.** Simultaneously with signing this Agreement, Developer must pay BAWs a "**Development Fee**" of _____ Dollars (\$_____), which is equal to Fifteen Thousand Dollars (\$15,000) multiplied by the number of Bosch Auto Service Shops to be developed under this Agreement (excluding the First Developer Shop). The Development Fee is fully earned by BAWs when BAWs and Developer sign this Agreement and is non-refundable, even if Developer does not comply with the Development Schedule, although BAWs will apply the Development Fee as provided in Section 6. In addition to any sales, use, excise, privilege or other transaction taxes that applicable law requires or permits BAWs to collect from Developer for the sale, lease or other provision of goods or services under this Agreement, Developer shall pay BAWs an amount equal to all federal, state, local or foreign (a) sales, use, excise, privilege, occupation or any other transactional taxes, and (b) other taxes or similar exactions, no matter how designated, that are imposed on BAWs or that BAWs is required to withhold in connection with the receipt or accrual of the Development Fee or any other amounts payable by Developer to BAWs under this Agreement, excluding only taxes imposed on BAWs for the privilege of conducting business and calculated with respect to BAWs's net income, capital, net worth, gross receipts, or some other basis or combination thereof, but not excluding any gross receipts taxes imposed on BAWs or its affiliates for Developer's payments intended to reimburse BAWs or its affiliates for expenditures incurred for Developer's benefit and on its behalf. Developer shall make any additional required payment pursuant to this Section in an amount necessary to provide BAWs with after-tax receipts (taking into account any additional payments required hereunder) equal to the same amounts that BAWs would have received under this Agreement if such additional tax liability or withholding had not been imposed or required.

5. **Development Obligations.** To maintain its rights under this Agreement, Developer (and/or approved Controlled Affiliates) must, for each Developer Shop: (a) submit to BAWs for its review a Site Report (as defined in Section 6) on or before the applicable date set forth on the Development Schedule (the "**Site Report Deadline**"); (b) sign a Franchise Agreement on or before the applicable date set forth on the Development Schedule (the "**FA Signing Deadline**"); and (c) launch the Developer Shop in accordance with the applicable Franchise Agreement on or before the applicable date set forth on the Development Schedule (the "**Shop Launch Deadline**"). Time is of the essence under this Agreement. If Developer wants to request an extension of the Site Report Deadline, FA Signing Deadline and/or the Shop Launch Deadline for any Developer Shop, Developer must submit a written request and a Seven Thousand Five Hundred Dollars (\$7,500) extension fee to BAWs before the applicable deadline. If BAWs grants the extension, BAWs shall determine, in its sole discretion, the length of such extension (not to exceed sixty (60) days) and the extension fee will be non-refundable. If BAWs

denies the extension, BAWS will refund the extension fee. Nothing in this Section 5 requires BAWS to grant any extension.

6. **Form of Franchise Agreement.** The franchise agreement and related documents that Developer (or its Controlled Affiliate) signs for each Developer Shop (other than the First Developer Shop) will be the form of franchise agreement and any ancillary agreements that BAWS then customarily uses in granting franchises for Bosch Auto Service Shops (collectively, the “**Franchise Agreement**”), any or all of the terms of which may differ substantially from the terms contained in the Existing Agreement. BAWS will apply Fifteen Thousand Dollars (\$15,000) of the Development Fee towards the initial franchise fee owed under each Franchise Agreement. To retain Developer’s rights under this Agreement, each Developer Shop must operate continuously throughout the term of this Agreement.

7. **Amendment to Franchise Agreements.** Section 15.A. (Payment of Amounts Owed) of the Existing Agreement, and the identical or substantially identical provision in each other Franchise Agreement that Developer (or its Controlled Affiliate) signs for each Developer Shop, is hereby amended to add the following language to the end of the applicable Section:

Franchisee acknowledges and confirms that BAWS will suffer substantial damages as a result of the termination of this Agreement before the Term expires, including lost future Royalties and Brand Fund contributions, lost market penetration and goodwill, loss of representation in the Shop’s market area, lost opportunity costs, and expenses that BAWS will incur in establishing or finding another franchisee to establish another Bosch Auto Service Shop in the Shop’s market area (collectively, “**Brand Damages**”). BAWS and Franchisee acknowledge that Brand Damages are difficult to estimate accurately and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to BAWS. Therefore, upon termination of this Agreement for any reason except as set forth in the paragraph below, Franchisee agrees to pay BAWS, within fifteen (15) days after the date of such termination, liquidated damages in a lump sum in an amount equal to the product of (i) the average monthly Royalties that Franchisee owed BAWS during the twelve (12) full calendar month period before the month of termination (or such shorter period during which the Shop operated), multiplied by (ii) forty-eight (48) or the number of months then remaining in the Term had it not been terminated, whichever is less. Franchisee agrees that the liquidated damages calculated under this Section represent the best estimate of BAWS’s Brand Damages arising from such termination. Franchisee’s payment of the liquidated damages to BAWS will not be considered a penalty but, rather, a reasonable estimate of fair compensation to BAWS for the Brand Damages BAWS will incur because this Agreement did not continue for the Term’s full length. Franchisee acknowledges that its payment of liquidated damages is full compensation to BAWS only for the Brand Damages resulting from the early termination of this Agreement and is in addition to, and not in lieu of, Franchisee’s obligations to pay other amounts due to BAWS under this Agreement as of the date of termination and to comply strictly with all other provisions of this Agreement. If any valid law or regulation governing this

Agreement limits Franchisee's obligation to pay, and/or BAWs's right to receive, the liquidated damages for which Franchisee is obligated under this Section, then Franchisee shall be liable to BAWs for any and all Brand Damages that BAWs incurs, now or in the future, as a result of Franchisee's breach of this Agreement.

Franchisee may terminate this Agreement if BAWs commits a material breach of any of its obligations under this Agreement and fails to correct such breach within thirty (30) days after Franchisee's delivery of written notice to BAWs of such breach; provided, however, that if BAWs cannot reasonably correct the breach within this thirty (30)-day period but provides Franchisee, within this thirty (30)-day period, with reasonable evidence of BAWs's effort to correct the breach within a reasonable time period, then the cure period shall run through the end of such reasonable time period. Franchisee's termination of this Agreement (including by taking steps to de-identify the Shop or otherwise cease operations under this Agreement) other than in accordance with this paragraph is a termination without cause and a breach of this Agreement. Notwithstanding anything to the contrary herein, if Franchisee terminates this Agreement in accordance with this paragraph, Franchisee shall not be required to pay Brand Damages.

8. **No Sublicensing Rights or Rights to Use Marks.** This Agreement does not grant Developer any right to license others to operate Bosch Auto Service Shops. Only Developer (and its approved Controlled Affiliates) may develop or convert Bosch Auto Service Shops pursuant to this Agreement and only under Franchise Agreements with BAWs. This Agreement does not grant Developer any right to use, or authorize others to use, the Marks in any manner. Developer's right to use the Marks arises only under Franchise Agreements with BAWs. BAWs's affiliate owns all rights to the Marks, and Developer's unauthorized use of the Marks is an infringement of BAWs's and its affiliate's rights and a breach of this Agreement.

9. **Site Acceptance.** To propose a site for each Developer Shop, Developer must deliver to BAWs: (a) a complete site report and other materials and information BAWs requests for that location, and (b) information that BAWs requests relating to Developer's (or its Controlled Affiliate's) financial and operational ability to develop or convert (as applicable) and operate the proposed Developer Shop (collectively, the "**Site Report**"). Each proposed site, which must meet BAWs's then current site selection criteria for Bosch Auto Service Shops, must be available for lease or purchase in time for Developer to develop or convert (as applicable) and launch a Developer Shop at that site on or before the applicable Shop Launch Deadline. BAWs agrees to exercise commercially reasonable efforts in reviewing and evaluating proposed sites, including (if BAWs determines it is appropriate) touring proposed or potential sites. With respect to each Developer Shop, if Developer requests any of BAWs's personnel to make more than two (2) visits to the Development Area to tour proposed or potential sites, and BAWs agrees, then Developer shall pay BAWs a fee equal to Five Hundred Dollars (\$500) for each additional visit (after the first two (2) visits) to cover part of BAWs's costs and expenses. BAWs will not unreasonably withhold its acceptance of a site that meets its then current criteria for demographic characteristics; access; traffic patterns; parking; visibility; character of neighborhood; competition from, proximity to, and nature of other businesses; other

commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. In determining whether to accept or reject a proposed site, BAWS also may consider the site's proximity to the Development Area's boundaries, other existing or potential sites for Bosch Auto Service Shops located outside the Development Area, and other Developer Shops within the Development Area. BAWS will use reasonable efforts to review and either accept or reject a site Developer propose within thirty (30) days after receiving the complete site report and other materials.

Despite any assistance, information or recommendations that BAWS provided or will provide (whether before or after the Agreement Date) with respect to any site, BAWS has made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a Bosch Auto Service Shop or any other purpose. BAWS's recommendation or acceptance of a site indicates only that BAWS believes that the site meets or has the potential to meet, or that BAWS has waived, the general criteria of site acceptability that BAWS has established as of that time. Applying criteria that have appeared effective for other sites might not accurately reflect the potential for all sites, and, after BAWS recommends or accepts a site, demographic and/or other factors included in or excluded from BAWS's site criteria could change, thereby altering a site's potential. The uncertainty and instability of these criteria are beyond BAWS's control, and BAWS is not responsible if a site fails to meet BAWS's or Developer's expectations. Developer's acceptance of the rights under this Agreement is based on Developer's agreement to investigate the suitability of sites.

If BAWS has not accepted Developer's (or its Controlled Affiliate's) proposed site for its First Developer Shop as of the Agreement Date, then the provisions of this Section 9 shall govern BAWS's and Developer's (or its Controlled Affiliate's) rights and obligations with respect to selection and acceptance of that site, and Developer must submit to BAWS for its review a Site Report for the First Developer Shop on or before the Site Report Deadline.

10. **Grant of Franchises.** If BAWS accepts a proposed site for a Developer Shop (other than the First Developer Shop), then Developer or its approved Controlled Affiliate (and Developer's or its owners) must sign a separate Franchise Agreement for that Developer Shop. Developer (or its Controlled Affiliate) may not sign a Franchise Agreement until after Developer has found a site for a Developer Shop that BAWS has accepted. If, as of the Agreement Date, Developer (or its Controlled Affiliate) has not yet signed a purchase agreement, lease, or sublease for the site, then Developer (or its Controlled Affiliate) must sign a Franchise Agreement for that site before buying or signing a lease or sublease for that site. If Developer or its Controlled Affiliate signed a purchase agreement, lease, or sublease for the site prior to the Agreement Date, then Developer or its Controlled Affiliate, as applicable, must: (a) provide BAWS a copy of the existing purchase agreement, lease, or sublease, as applicable, prior to signing the Franchise Agreement; (b) send BAWS current contact for the landlord of the site, if Developer or its Controlled Affiliate leases the site; and (c) not sign any renewal or amendment of the lease or sublease that BAWS has not accepted, if Developer or its Controlled Affiliate leases the site. If Developer or its Controlled Affiliate (and Developer's or its owners) does not sign a separate Franchise Agreement within the time periods set forth in the Development Schedule, or does not launch the Developer Shop under that Franchise Agreement within the time periods set forth in the Development Schedule, then BAWS may terminate this Agreement

according to Section 13. Except as set forth in Section 9 with respect to the First Developer Shop and for the obligation to launch the Developer Shops on or before the Shop Launch Deadlines, after Developer (or its Controlled Affiliate) signs the Franchise Agreement and related documents, their terms and conditions will control the development or conversion (as applicable) and operation of the Developer Shop.

11. **Confidentiality and Non-Competition.** Sections 10.A, 10.C and 11 of the Existing Agreement, entitled “Confidential Information,” “Innovations” and “Exclusive Relationship,” are incorporated by reference in this Agreement as if fully restated within the text of this Agreement. Developer agrees to comply, and ensure that the Developer Owners (defined below) comply, with the provisions of Sections 10.A, 10.C and 11 of the Existing Agreement applicable to Franchisee. “**Developer Owner**” means any individual or Entity holding a direct or indirect Ownership Interest (whether of record, beneficially, or otherwise) in Developer.

12. **Term and Termination.** This term of this Agreement begins on the Agreement Date and ends on the date when the final Franchise Agreement under the Development Schedule has been signed or this Agreement otherwise is terminated under Section 13, whichever occurs first.

13. **Termination.** Without limiting BAWs’s termination and other rights under any other Related Agreement or applicable law, BAWs may terminate this Agreement, effective upon delivery of written notice of termination to Developer, if:

(a) Developer or any of the Developer Owners has made or makes any material misrepresentation or omission in acquiring the rights under this Agreement or operating the business under this Agreement;

(b) Developer or any of the Developer Owners either (i) engages in any dishonest, unethical or illegal conduct which, in BAWs’s reasonable opinion, adversely affects or might adversely affect the reputation of Developer’s business, the reputation of other Bosch Auto Service Shops or the goodwill associated with the Marks, or (ii) is convicted by a trial court of or pleads no contest to a felony;

(c) Developer or any of the Developer Owners breaches any provision of this Agreement, including, without limitation, any failure to comply with the Development Schedule; or

(d) Developer or any of its Controlled Affiliates breaches or is in default under, or BAWs (or its affiliate) terminates for any reason, any other Related Agreement.

14. **Termination of Other Rights.** In addition to and without limiting BAWs’s other rights and remedies under this Agreement, any other Related Agreement and applicable law, upon the occurrence of any of the events that give rise to BAWs’s right to terminate this Agreement under Section 13, BAWs may, at its sole option and upon delivery of written notice to Developer, elect to take any or all of the following actions without terminating this Agreement:

(a) temporarily suspend or permanently terminate Developer's right to develop or convert Bosch Auto Service Shops in any geographic area that is part of the Development Area, in which event (i) Developer's rights and the restrictions on BAWS and its affiliates under Section 3 of this Agreement shall no longer apply in that geographic area, and (ii) BAWS (and its affiliates) may operate, and authorize any other parties to operate, Bosch Auto Service Shops the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities BAWS desires within that geographic area without any restrictions whatsoever, subject only to Developer's (or its Controlled Affiliate's) rights under then existing franchise agreements with BAWS; and/or

(b) reduce the number of remaining Developer Shops to be developed or converted under the Development Schedule, in which event Developer shall comply with the reduced Development Schedule that BAWS provides in its written notice. For the avoidance of doubt, upon BAWS's exercise of its rights under this Section 14(b), BAWS is not required to refund any portion of the Development Fee paid with respect to the Developer Shops that Developer is no longer permitted or required to develop or convert, nor required to apply any of that portion of the Development Fee towards the initial franchise fee payable under Franchise Agreements that Developer (or its Controlled Affiliate) signs thereafter.

BAWS's exercise of its rights under this Section 14 will not be a defense for Developer to BAWS's enforcement of any other provision of this Agreement or any other Related Agreement or, except as provided in Section 14(b), waive or release Developer from any of its other obligations under this Agreement or any Related Agreement. BAWS's exercise of these rights will not be BAWS's sole or exclusive remedy for Developer's default.

15. **Transfer by BAWS.** Developer represents that it has not signed this Agreement in reliance on any affiliate's, owner's, officer's or employee's remaining with BAWS in that capacity. BAWS may change its ownership or form and/or assign this Agreement without Developer's consent or any other restriction. This Agreement will inure to the benefit of any transferee or other legal successor to BAWS's interest in it. After BAWS's assignment of this Agreement to a third party who expressly assumes BAWS's obligations under this Agreement, BAWS no longer will have any performance or other obligations under this Agreement. Such an assignment shall constitute a release of BAWS and novation with respect to this Agreement, and the assignee shall be liable to Developer as if it had been an original party to this Agreement.

16. **Ownership of and Transfer by Developer.**

(a) If Developer is an Entity, Developer represents and warrants that Exhibit C to this Agreement completely and accurately describes all Developer Owners and the Ownership Interests of each Developer Owner.

(b) Developer acknowledges that the rights and duties this Agreement creates are personal to Developer and the Developer Owners and that BAWS has granted Developer the rights under this Agreement in reliance upon BAWS's perceptions of the character, skill, aptitude, business ability and financial capacity of Developer and the

Developer Owners. These rights are personal to Developer and the Developer Owners. Therefore, Developer and the Developer Owners agree that neither Developer nor any of the Developer Owners may transfer this Agreement or any of Ownership Interests in Developer (whether directly or indirectly) without BAWS's prior written approval, which BAWS may grant or withhold for any or no reason.

17. **Incorporation of Other Terms.** Sections 16 and 17 of the Existing Agreement, entitled "Relationship of the Parties/Indemnification" and "Enforcement," respectively, including (without limitation) the provisions relating to arbitration of disputes, are incorporated by reference in this Agreement and will govern all aspects of BAWS's relationship and the construction of this Agreement as if fully restated within the text of this Agreement. Developer agrees to comply, and ensure the Developer Owners comply, with the provisions of Sections 16 and 17 of the Existing Agreement applicable to Franchisee. This Agreement, together with the Existing Agreement, supersedes all prior agreements and understandings, whether oral and written, between the parties relating to its subject matter, and there are no oral or other written understandings, representations, or agreements between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Developer to waive reliance on any representation that BAWS made in the most recent disclosure document (including its exhibits and amendments) that BAWS delivered to Developer or its representative. This Agreement may be signed by written or electronic signature and in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

18. **No Waiver or Disclaimer of Reliance in Certain States.** The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgment signed or agreed to by Developer 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 BAWS, any franchise seller, or any other person acting on behalf of BAWS. This provision supersedes any other term of any document executed in connection with the franchise.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the Agreement Date stated on the first page above.

BAWS

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 20__

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____, 20__

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

Date: _____, 20__

**EXHIBIT A
TO DEVELOPMENT RIGHTS AGREEMENT**

DEVELOPMENT SCHEDULE

Developer or its Controlled Affiliates must sign Franchise Agreements for Bosch Auto Service Shops on or before the dates listed in the FA Signing Deadline column below, and must develop or convert (as applicable) and launch the Developer Shops pursuant to the Existing Agreement and those other Franchise Agreements on or before the dates listed in the Cumulative Number of Developer Shops Launched and Operating by the Shop Launch Deadline column below.

Site Report Deadline	FA Signing Deadline	Shop Launch Deadline	Cumulative Number of Developer Shops Launched and Operating by the Shop Launch Deadline
<i>*[if site of First Developer Shop has not been approved by Agreement Date.]</i>	Agreement Date (for Existing Agreement)		

Note If BAWS agrees in writing to an extension of the FA Signing Deadline, Site Report Deadline, and/or Shop Launch Deadline for a particular Developer Shop pursuant to Section 5, then the extended deadline(s) shall be substituted for the deadline(s) specified in this table.

(Signature page follows)

BAWS

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 20__

DEVELOPER

(IF ENTITY):

[Name]

By: _____

Name: _____

Title: _____

Date: _____, 20__

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

Date: _____, 20__

**EXHIBIT B
TO DEVELOPMENT RIGHTS AGREEMENT**

DEVELOPMENT AREA

The Development Area is defined as the entire territory encompassed by _____ in the State of _____, as the boundaries of that territory exist on the Agreement Date.

BAWS

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 20__

DEVELOPER

(IF ENTITY):

[Name]

By: _____
Name: _____
Title: _____

Date: _____, 20__

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

Date: _____, 20__

**EXHIBIT C
TO DEVELOPMENT RIGHTS AGREEMENT**

DEVELOPER OWNERS

**Effective Date: This Exhibit C is current and complete
as of _____, 20__**

1. **Form of Developer.** Developer was incorporated or formed on _____, 20__, under the laws of the State of _____. Developer has not conducted business under any name other than Developer's corporate, limited liability company, or partnership name and _____. The following is a list of Developer's directors or managers (if applicable) and officers as of the effective date shown above:

<u>Name</u>	<u>Position(s) Held</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Owners.** The following list includes the full name of each person who is one of Developer's direct or indirect Owners and fully describes the nature of each Owner's interest (attach additional pages if necessary).

	<u>Owner's Name</u>	<u>Description of Interest</u>
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

BAWS

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 20__

DEVELOPER

(IF ENTITY):

[Name]

By: _____

Name: _____

Title: _____

Date: _____, 20__

(IF INDIVIDUALS):

[Signature]

[Print Name]

[Signature]

[Print Name]

Date: _____, 20__

EXHIBIT D

PRELIMINARY AGREEMENT

BOSCH AUTO SERVICE SHOP
PRELIMINARY AGREEMENT

This **PRELIMINARY AGREEMENT** (the “**Agreement**”) is made and entered into as of this _____ day of _____, 20____ (the “**Effective Date**”), regardless of the date of the parties’ signatures, between **BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC**, a Delaware limited liability company with its principal business address at 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181 (“**BAWS**”) and _____, whose principal business address is _____ (“**Prospect**”).

R E C I T A L S:

A. BAWS and its affiliates have developed a method and system of operating vehicle service centers which provide vehicle maintenance, diagnosis and repair services and other products and services which are primarily identified by the Marks (defined below) and use the Franchise System (defined below) (collectively, “**Bosch Auto Service Shops**”).

B. BAWS identifies Bosch Auto Service Shops by means of certain trademarks, service marks and other commercial symbols, all of which BAWS may modify from time to time (collectively, the “**Marks**”).

C. BAWS grants to persons who meet its qualifications, and who are willing to undertake the investment and effort, a franchise to own and operate a Bosch Auto Service Shop (a “**Franchise**”) using BAWS’s business system, business formats, service techniques and processes, products, methods, procedures, signs, designs, trade dress, standards, specifications and Marks, all of which BAWS may improve, further develop and otherwise modify from time to time (collectively, the “**Franchise System**”). Prospect has applied for, and is investigating whether to acquire, a Franchise from BAWS for a Bosch Auto Service Shop.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Prospect and BAWS agree as follows:

1. **Deposit**. Concurrently with signing this Agreement, Prospect has deposited with BAWS the sum of Five Thousand Dollars (\$5,000) (the “**Deposit**”). BAWS will credit the Deposit toward the initial franchise fee Prospect (or an Approved Entity, as defined below) would owe to BAWS under its then current form of Franchise Agreement for a Bosch Auto Service Shop (the “**Franchise Agreement**”) if BAWS grants Prospect or an approved business entity that Prospect owns and controls (an “**Approved Entity**”) a Franchise during the term of this Agreement. If BAWS does not grant Prospect (or an Approved Entity) a Franchise during the term of this Agreement, BAWS will partially or fully refund the Deposit as provided in this Agreement. The Deposit will not bear interest and BAWS need not establish a separate account to hold the Deposit.

2. **Site Selection Area**. On or before the date which is one hundred eighty (180) days after the Effective Date (the “**Site Selection Deadline**”), Prospect must obtain BAWS’s acceptance of a site at which to operate a Bosch Auto Service Shop (a “**Site**”) within the following geographic area (the “**Site Selection Area**”): _____, and

sign BAWs's then current form of Franchise Agreement. During this Agreement's term only, except as otherwise provided in this Agreement, neither BAWs nor its affiliates will operate, or authorize any other party to operate, a Bosch Auto Service Shop the physical premises of which are located within the Site Selection Area. Prospect agrees and acknowledges that BAWs (and any affiliates that BAWs might have from time to time) shall at all times have the right to engage in any activities BAWs or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever BAWs or they desire. After this Agreement expires or is terminated, regardless of the reason, BAWs and its affiliates may engage, and allow others to engage, in any activities BAWs desires within and outside the Site Selection Area without any restrictions whatsoever, including, without limitation, the right to develop and operate, and grant rights to others to develop and operate, Bosch Auto Service Shops and any similar or dissimilar businesses at any location (whether within or outside the Site Selection Area, and even at a Site that Prospect proposed to BAWs), whether under the Marks or other trademarks or service marks, and on any terms BAWs deems appropriate, subject only to Prospect's (or its affiliates') rights under franchise agreements with BAWs then in effect.

3. **Locating a Site.** BAWs will provide Prospect reasonable assistance in locating a Site within the Site Selection Area and, at BAWs's option, might recommend Sites. Notwithstanding any assistance, information or recommendations that BAWs might provide with respect to the Site, Prospect acknowledges and agrees that BAWs has made and will make no representations or warranties of any kind, express or implied, of the suitability of the Site for a Bosch Auto Service Shop or any other purpose or of the likelihood that BAWs ultimately will accept the Site. BAWs's recommendation indicates only that BAWs believes that the Site meets or has the potential to meet, or that BAWs has waived, the general criteria of Site acceptability which BAWs has established as of that time. Applying criteria that have appeared effective for other Sites might not accurately reflect the potential for all Sites, and, after BAWs recommends or accepts a Site, demographic and/or other factors included in or excluded from BAWs's site criteria could change, thereby altering a Site's potential. The uncertainty and instability of these criteria are beyond BAWs's control, and BAWs is not responsible for the failure of a Site to meet BAWs's or Prospect's expectations. Prospect acknowledges and agrees that its (or an Approved Entity's) acceptance of a Franchise (if BAWs offers Prospect or an Approved Entity a Franchise) will be based on Prospect's own independent investigation of the suitability of the Site.

4. **Site Approval.** Prospect must obtain BAWs's written acceptance of the proposed Site. BAWs will not unreasonably withhold its acceptance of a Site that meets its criteria, but BAWs has the absolute right to withhold its acceptance of any Site that does not meet these criteria. Prospect must submit the information that BAWs requests when Prospect proposes a Site. BAWs will use reasonable efforts to review and accept or reject the Sites Prospect proposes within thirty (30) days after receiving all requested information and materials.

5. **Purchase Agreement, Lease or Sublease Approval.** Prospect must submit any proposed purchase agreement, lease, or sublease for the Site to BAWs for its acceptance before Prospect (or an Approved Entity) signs such purchase agreement, lease or sublease (as applicable). Prospect must not sign any purchase agreement, lease or sublease for the Site until Prospect (or an Approved Entity) signs and complies with its obligations under the Franchise Agreement.

6. **Expiration.** If Prospect (or an Approved Entity) and BAWS sign a Franchise Agreement during the term of this Agreement, this Agreement will automatically expire without any further action on the part of either party.

7. **Termination.** Prospect may withdraw its application for a Franchise and terminate this Agreement by delivering written notice to BAWS at any time before signing a Franchise Agreement. BAWS may terminate this Agreement at its option (in which case BAWS will not grant Prospect or an Approved Entity a Franchise), effective upon delivery of written notice to Prospect:

a. for any or no reason during the thirty (30) day period following the Effective Date;

b. if, as of the Site Selection Deadline, Prospect has not selected and BAWS has not approved an acceptable Site, as described in Section 4 of this Agreement, and/or Prospect (or an Approved Entity) has not signed a Franchise Agreement;

c. if Prospect (or any of its owners) has made or makes any material misrepresentation or omission in its franchise application or in dealings with BAWS;

d. if Prospect (or any of its owners) is convicted by a trial court or pleads no contest to a felony or other crime or offense, or engages in any other conduct, which might in BAWS's opinion adversely affect the reputation of a Bosch Auto Service Shop or the goodwill associated with the Marks; or

e. if Prospect breaches any other provision of this Agreement or any other agreement with BAWS.

8. **Refund of Deposit.** When this Agreement terminates, BAWS may refund (without interest) some or all of the Deposit according to the provisions below.

a. If Prospect terminates this Agreement for any or no reason during the thirty (30)-day period following the Effective Date, or if BAWS terminates this Agreement pursuant to Section 7.a., then BAWS will refund all of the Deposit.

b. If Prospect terminates this Agreement for any or no reason more than thirty (30) days after the Effective Date, or if BAWS terminates this Agreement pursuant to Section 7.b., then BAWS will refund Two Thousand Five Hundred Dollars (\$2,500) and keep the rest of the Deposit.

c. If BAWS terminates this Agreement pursuant to Section 7.c., d., or e., then BAWS will keep the entire Deposit.

9. **No Transfer.** Prospect's rights under this Agreement are personal in nature and not transferable by assignment, will, operation of law, or otherwise.

10. **Not a Franchise Offer.** This Agreement is neither an offer of a Franchise by BAWS nor a contract for the acquisition of a Franchise or any other rights to operate a Bosch

Auto Service Shop. Only BAWs's and Prospect's (or an Approved Entity's) execution of a Franchise Agreement will bind BAWs and Prospect (or an Approved Entity) to a franchise relationship and grant Prospect (or an Approved Entity) the right to use the Marks and develop and operate a Bosch Auto Service Shop.

11. **Interpretation.** The Recitals are incorporated into this Agreement by this reference. This Agreement constitutes the entire and complete agreement between BAWs and Prospect concerning the subject matter hereof, and supersedes any and all prior agreements. This Agreement may not be modified except by a written agreement signed by both Prospect and BAWs.

BAWS:

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

PROSPECT

(IF ENTITY):

[Name]

By: _____

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

EXHIBIT E

TEKMETRIC PARTICIPATION AGREEMENT

**TEKMETRIC
FRANCHISEE PARTICIPATION AGREEMENT**

This **FRANCHISEE PARTICIPATION AGREEMENT** (the “**Agreement**”) is effective as of _____ (the “**Effective Date**”) by and among **BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC**, a Delaware limited liability company (“**BAWS**”), **SPARKPLUG STUDIOS LLC**, a Delaware limited liability company, and **TEKMETRIC LLC**, a Texas limited liability company, with offices located at 840 Gessner Rd, Suite 740, Houston, TX 77024 (“**Provider**”), and the person or persons, and/or entity or entities, whose names are listed as Franchisee on the signature page hereto (individually and collectively, “**Franchisee**”).

RECITALS

A. BAWS and Provider are parties to that certain Software as a Service Agreement dated as of January 1, 2023, and other amendments and supplements thereto to which BAWS and Provider from time to time agree, collectively, (the “**SaaS Agreement**”) under which Provider provides certain tools and services related to inventory management, customer data, vehicle repair data, financial data and appointment scheduling for a shop management system (the “**System**”).

B. Franchisee is a party to the franchise agreement(s) identified on **Exhibit A** hereto (as amended pursuant to this Agreement, each a “**Franchise Agreement**” and, collectively, the “**Franchise Agreements**”) with BAWS under which Franchisee operates one or more Bosch auto service workshops (each a “**Franchisee Shop**” and, collectively, the “**Franchisee Shops**”). If Franchisee operates only one Franchisee Shop, then all references in this Agreement to “Franchisee Shops” shall be interpreted to apply only to that one Franchisee Shop.

C. In accordance with the Franchise Agreement, Franchisee is required to, and Franchisee hereby agrees to, participate in the System with respect to the Franchisee Shop, receive services from BAWS and Provider in connection therewith, and otherwise join and assume certain obligations of BAWS under the SaaS Agreement with respect to the Franchisee Shops, all under the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BAWS, Provider and Franchisee agree as follows:

1. Coverage for Franchisee Shops. Franchisee hereby agrees to participate in the System, receive services from BAWS and Provider, and otherwise join and assume certain obligations of BAWS’s under the SaaS Agreement as set forth herein, with respect to all Franchisee Shops in accordance with the terms and conditions of this Agreement and the SaaS Agreement. If Franchisee opens or acquires any Bosch auto service shop during the term of this Agreement, then that Bosch auto service shop shall automatically become a Franchisee Shop, and the franchise agreement with BAWS for that shop shall automatically become a Franchise Agreement, in accordance with this Agreement. If Franchisee closes or sells any Franchisee Shop, or the Franchise Agreement for any Franchisee Shop terminates or expires (without signing a successor Franchise Agreement), then such Franchisee Shop and the corresponding Franchise Agreement shall automatically be removed from this Agreement.

2. System Services and Content.

(a) Provider hereby grants to Franchisee a right to use the System for all Franchisee Shops in accordance with this Agreement and the applicable provisions of the SaaS Agreement, attached hereto as **Exhibit B**. In addition, Franchisee’s right to access and use the System is contingent upon Franchisee’s agreement and use in accordance with Provider’s terms and conditions (“**Provider Terms**”). A copy of the Provider Terms can be obtained at <https://www.tekmetric.com/terms-and-privacy/site-terms-of-service>.

(b) BAWS has created and may continue during the term of this Agreement to create, and modify, various features and content that is or will be included in the System and other materials relating to the

operation of a Bosch Auto Service Shop (as BAWS may periodically modify it from time to time, the “**BAWS Content**”). Except for the right to use granted in Section 2(a) above, Franchisee has no right or interest in the intellectual property of the BAWS Content. All intellectual property and other rights in and to all BAWS Content is owned by Provider or BAWS. BAWS makes no representation or warranty, express or implied, with respect to the BAWS Content, including whether the BAWS Content (and/or the guidance or direction it provides) complies with any law, rule or regulation applicable to Franchisee or any Franchisee Shop. Franchisee may not use any BAWS Content in any business or capacity except in connection with the operation of the Franchisee Shops pursuant to this Agreement and the Franchise Agreements.

3. Relationship to SaaS Agreement.

(a) Franchisee’s participation in and use of the System is subject to all of the terms and conditions of the SaaS Agreement set forth on **Exhibit C**. Franchisee acknowledges that the SaaS Agreement (i) contains BAWS’s and Provider’s confidential information; and (ii) contains terms and conditions that extend beyond the network of franchised Bosch auto service shops. Therefore, Franchisee agrees that BAWS is not obligated to provide to Franchisee a copy of the current SaaS Agreement in its entirety. Franchisee shall not take any action, or fail to take any action, that would result in a breach of the SaaS Agreement by BAWS (or any of its affiliates) or Franchisee. However, notwithstanding anything to the contrary in this Agreement or the SaaS Agreement, except for the payment of the System Fees to Provider on behalf of the participating Franchisee Shops as set forth in Section 4, BAWS assumes no liability or obligation with respect to Franchisee’s or any Franchisee Shop’s use of the System, including any liability resulting from any Franchisee’s failure to comply with this Agreement or any applicable provision of the SaaS Agreement. Franchisee may not enforce its rights hereunder directly against Provider; provided, however, that BAWS may enforce such rights against Provider on Franchisee’s behalf.

(b) Franchisee shall, at its sole option, determine which of its employees shall have access to which content in the System. Franchisee is solely responsible for all actions of its Authorized Shop Users, other employees, and other individuals associated with Franchisee or any Franchisee Shop who access the System.

(c) Notwithstanding Franchisee’s participation in the System and rights under this Agreement, Franchisee may not exercise any of BAWS’s rights or remedies under the SaaS Agreement. If Franchisee desires to engage Provider to provide services with respect to the System that are in addition to those provided to Franchisee under the SaaS Agreement and this Agreement (the “**Additional Services**”), and Provider agrees to provide those Additional Services, Franchisee and Provider shall enter into a separate agreement with respect thereto. Provider and Franchisee agree that BAWS and its affiliates shall have no liability or responsibility with respect to any payment for any Additional Services.

(d) Franchisee acknowledges that Provider, not BAWS, is responsible for developing the System and providing services under the SaaS Agreement, and BAWS shall have no liability of any kind to Franchisee with respect to the System or the services that Provider provides.

4. Payment of System Fees. “**System Fees**” means the amount payable for access to the System and other services provided to Franchisee under this Agreement and the SaaS Agreement, set forth on **Exhibit D**. BAWS is responsible for paying the System Fee to Provider for the Franchisee Shops. BAWS will not charge Franchisee for any System Fees during the term of this Agreement. BAWS shall have no responsibility with respect to any other payments to Provider for the Franchisee Shops.

5. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall end, unless sooner terminated, on the earlier of (a) the expiration (without renewal) or termination of the SaaS Agreement, or (b) the date upon which all Franchise Agreements have terminated or expired (without signing a successor Franchise Agreement). BAWS may terminate this Agreement and Franchisee’s participation in the System: (i) effective upon delivery of written notice of termination to Franchisee if Franchisee breaches any of its obligations

under this Agreement or the Provider Terms; or (ii) without cause, effective thirty (30) days after BAWS's delivery of written notice of termination to Franchisee.

6. Relationship to Franchise Agreements. Franchisee acknowledges that its participation in the System is a requirement of the Franchise Agreements. Franchisee's breach of, default under, or failure to comply with any provision of this Agreement shall be a breach of, default under, or failure to comply with each of the Franchise Agreements, following which BAWS may exercise any or all rights and remedies under any or all of the Franchise Agreements which arise from such breach, default or failure.

7. Indemnification. Franchisee agrees to defend, indemnify and hold harmless BAWS, its affiliates, Provider and their respective owners, directors, officers, employees, agents, representatives, suppliers, distributors, customers, successors and assignees (the "**Indemnified Parties**") against, and to reimburse them for, all Losses (defined below) arising out of or relating to Franchisee's (or its employees' or representatives') use of the System or breach of this Agreement, including any allegations that Franchisee's (or its employees' or representatives') actions or failures to act have resulted in a breach of the SaaS Agreement by BAWS or Franchisee. "**Losses**" means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs, including accountants', arbitrators', attorneys', and expert witnesses' fees, costs of investigation and proof of facts, court costs, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may at Franchisee's expense defend and otherwise respond to and address any claim asserted or inquiry made, or proceeding brought, that is subject to this Section 7, and agree to settlements or take any other remedial, corrective, or other actions. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim under this Section 7. This Section 7 will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

8. General.

(a) This Agreement, together with the SaaS Agreement and the Franchise Agreements, constitutes the entire agreement among BAWS, Franchisee and Provider with respect to the subject matter hereof and supersedes all previous communications, oral or written, among the parties hereto with respect to the subject matter hereof. There are no other oral or written representations, warranties, understandings or agreements among BAWS, Franchisee and Provider relating to the subject matter of this Agreement. Subject to BAWS's and Provider's right to amend the SaaS Agreement by their mutual agreement, and BAWS's and Franchisee's right to amend any Franchise Agreement by their mutual agreement, no amendment, waiver, or modification of this Agreement shall be effective unless it is in writing and signed by all parties hereto. Except as provided in Section 7, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of BAWS and Provider and their respective successors and assigns, provided that neither BAWS nor Provider shall assign this Agreement except in connection with an assignment of the SaaS Agreement. Franchisee may not assign this Agreement to any party.

(c) Except as expressly provided to the contrary in this Agreement, each Section, paragraph, term and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or arbitrator with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If more than one person or entity signs this Agreement or a joinder to this Agreement as Franchisee, then the liabilities and obligations of each of them hereunder shall be joint and several as to all of them. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed in any number of counterparts and by the parties hereto on separate

counterparts, each of which when so executed and delivered will be an original, but all the counterparts will together constitute one and the same instrument which will only be deemed executed when counterparts executed by each of the parties are delivered.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto, effective as of the Effective Date.

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC,
a Delaware limited liability company

By: _____
Name: Ulrike Jaschek
Title: Chief Executive Officer

SPARKPLUG STUDIOS LLC, a Delaware limited liability company, **and TEKMETRIC LLC.**, a Texas limited liability company

By: _____
Name: _____
Title: _____

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[FRANCHISEE NAME]

By: _____
Name: _____
Title: _____

Exhibit A

Franchisee Shops and Franchise Agreements

Franchisee Entity	Address	City	State	Zip	Franchise Agreement Effective Date

Exhibit B

SaaS Agreement – Provider’s Obligations to Franchisee

1. Provider shall provide to Franchisee the necessary passwords and network links or connections through the available API to allow Franchisee and its Authorized Shop Users (defined below) to access the System on the date agreed by the parties in writing. **“Authorized Shop Users”** means any Person authorized by Franchisee to access and use the System through Franchisee’s account.
2. Provider hereby grants to Franchisee, a non-exclusive, non-transferable license to prepare derivative works, reproduce, print, download, display, distribute, perform, publish, and use as many copies of the Documentation, as needed, during the Term for use of the System under this Agreement.
3. Provider shall conduct or have conducted weekly backups of the Shop Data (defined below) and perform or cause to be performed periodic backups of the Shop Data and store such backup Shop Data in a commercially reasonable location and manner on at least a daily basis. On written notice from Franchisee, Provider shall provide Franchisee with a copy of its backed-up Shop Data in such machine-readable format as reasonably requested. Provider shall provide all backups at its sole cost and expense. No backup of Shop Data shall be counted in allotting or calculating any data storage actually used or permitted to be used by Franchisee or any associated payment or fee. **“Shop Data”** means any and all data, information, content, and materials uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Franchisee.
4. If Provider will, as part of the performance hereunder or the providing of the System, Processes (defined below) any data that relates to or identifies any natural person (**“Personal Information”**), the parties will enter into a Data Security and Processing Addendum (**“DPA”**) and Provider shall Process such Personal Information in accordance with the terms and conditions of the DPA. **“Process”, “Processing”, “Processed”** means to perform any operation or set of operations on any data, or information, or material, work, expression, or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or (c) block, erase, or destroy.
5. Upon and after termination or expiration of this Agreement for any or no reason Provider shall: (a) continue to retain the Shop Data, or solely such specific databases or other collections or articles of Shop Data as Franchisee may request, as though this Agreement were still in force, for a period at least ninety (90) days after the effective date of such expiration or termination, as applicable; and (b) immediately upon written request from Franchisee return the applicable Shop Data and then promptly delete the applicable Shop Data from Provider’s information technology infrastructure, including the applicable computers, software, databases, electronic systems (including database management systems) and networks, taking all steps required or reasonably requested to make an orderly transition.
6. Franchisee is entitled to the Support Services at no additional expense. First tier support will be handled through the Bosch team. The Provider support team will be tier two support focusing on technical support offerings.

Exhibit C

SaaS Agreement – Franchisee’s Obligations

1. Franchisee shall not use the System for any purposes beyond the rights granted in this Agreement. Except as permitted under this Agreement. Franchisee shall not use, and shall not permit any Authorized Shop User to use, the System to: (a) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the System; (b) knowingly or negligently use the System in a way that abuses, interferes with, or disrupts Provider’s networks, customer accounts, or the System; (c) engage in activity that is illegal, fraudulent, false, or misleading, (d) transmit through the Services any material that may infringe the intellectual property or other rights of third parties; (e) build or benchmark a competitive product or service, or copy any features, functions or graphics of the System; or (f) use the System in violation of any applicable law. Franchisee shall notify BAWs immediately if it becomes aware of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the System. If Franchisee becomes aware of any violation of this Agreement in connection with use of the System by any person, Franchisee shall contact BAWs.
2. As between BAWs and Franchisee, Franchisee is solely responsible for the use of the Shop Data and compliance with all applicable laws pertaining to the Shop Data, including, but not limited to, applicable laws requiring Franchisee to obtain the consent of a third party to use the Shop Data and to provide appropriate notices of third-party rights. Franchisee grants to Provider and BAWs a limited right to modify, reproduce and distribute the Shop Data, solely in connection with providing the systems and services under this Agreement and the Franchise Agreement. Franchisee represents and warrants that it has the right to upload the Shop Data to the System and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Provider or BAWs be liable in any way for any (a) Shop Data that is transmitted or viewed while using the System, (b) errors or omissions in Shop Data, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Shop Data.

Exhibit D

System Fees

[INSERT A COMPREHENSIVE AND SPECIFIC LIST OF PAYMENTS THAT BAW'S IS OBLIGATED TO MAKE TO TEKMETRIC ON FRANCHISEE'S BEHALF.]

EXHIBIT F

PRINCIPAL'S AGREEMENT

BOSCH AUTO SERVICE SHOP PRINCIPAL'S AGREEMENT

This Principal's Agreement (the "Agreement") is made and entered into this _____, 20__, by and among **BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC**, a Delaware limited liability company ("**BAWS**"), and the individuals whose names and signatures appear below (collectively, the "**Principals**" or, individually, a "**Principal**").

Recitals

WHEREAS, BAWS has entered into that certain Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") with _____ (the "**Entity**"); and

WHEREAS, BAWS desires to set forth the respective liabilities and responsibilities of each Principal who signs this Agreement.

NOW, THEREFORE, in consideration of BAWS's entry into the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Recitals are incorporated in this Agreement by this reference.
2. Each of the undersigned Principals individually agrees that:
 - (a) he or she will be (i) personally bound by, and personally liable for his or her own breach of, Sections 1.D.(2), (3), and (4); 3.A. through 3.E. and 3.G.; 4.A. (if the undersigned Principal is an Owner of the Entity), 5.F.; 9; 10; 11; 12.B. through G (if the undersigned Principal is an owner of the Entity); 13.B. (if the undersigned Principal is an owner of the Entity); 14.B.; 15.B. through E.; and 16.A. and B of the Franchise Agreement and (ii) personally bound by Sections 17.B., F., G., H., I., J., K. and L. of the Franchise Agreement. Section 17.C., captioned "Costs and Attorneys' Fees," will apply to the undersigned to the extent the undersigned fails to comply with any of the obligations referenced above;
 - (b) the liabilities and obligations arising under subsection (a) are each Principal's independent liabilities and obligations and are not contingent or conditioned upon BAWS's pursuit of any remedies against the Entity or any other person under the Franchise Agreement; and
 - (c) the liabilities and obligations arising under subsection (a) will not be diminished, relieved, or otherwise affected by any extension of time or credit, the acceptance of any partial payment or performance, or the compromise or release of any claims.

Each of the undersigned Principals waives all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against the Entity arising as a result of the undersigned's execution of and performance under this Agreement.

3. This Agreement will terminate only upon the termination or expiration of the noted obligations under the Franchise Agreement.

4. Each of the undersigned Principals represents that he or she owns the percentage interest or holds the position in the Entity, or in an owner of the Entity, shown opposite his or her signature below.

5. Each Principal represents that the signatures of all Principals (as defined above) of the Entity appear below or in another original copy of this Agreement (except for those individuals who have signed a Guaranty and Assumption of Obligations attached to the Franchise Agreement) and that the Entity has no other owners (direct or indirect), directors, officers and/or managers.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

**BOSCH AUTOMOTIVE WORKSHOP
SERVICES LLC**, a Delaware limited liability
company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

[Additional Signature Page Follows]

SHAREHOLDERS:

PERCENTAGE OWNERSHIP

_____	/ _____
[Name]	
_____	/ _____
[Signature]	
_____	/ _____
[Name]	
_____	/ _____
[Signature]	

OFFICERS:

POSITION

_____	/ _____
[Name]	
_____	/ _____
[Signature]	
_____	/ _____
[Name]	
_____	/ _____
[Signature]	

DIRECTORS:

[Name]

[Signature]

[Name]

[Signature]

OTHER:

POSITION

_____	/ _____
[Name]	
_____	/ _____
[Signature]	
_____	/ _____
[Name]	
_____	/ _____
[Signature]	

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OPERATIONS MANUAL TABLE OF CONTENTS

Bosch Automotive Workshop Services LLC

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LIST OF FRANCHISEES

List of Current Franchisees as of December 31, 2024

Franchisee	Outlet Street Address	City	State	Zip Code	Telephone Number
Jim Adams	242 Griffin Street	Salinas	CA	93901	(831) 758-8277
Elvin Varela	10470 Culebra Road	San Antonio	TX	78251	(210) 680-3016
Larry Battison * +	TBD	Norman	OK	73072	(405) 495-5800

* Franchisee who has signed a Franchise Agreement but has not yet opened the outlet

+ Developer under a Development Rights Agreement

EXHIBIT I

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

NONE.

EXHIBIT J

FINANCIAL STATEMENTS

Bosch Automotive Workshop Services LLC

Financial Report
December 31, 2024

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Independent Auditor's Report

To the Board of Directors
Bosch Automotive Workshop Services LLC

Opinion

We have audited the financial statements of Bosch Automotive Workshop Services LLC (the "Company"), which comprise the balance sheet as of December 31, 2024, 2023, and 2022 and the related statements of operations, member's equity, and cash flows for the years ended December 31, 2024 and 2023 and the period from March 12, 2022 to December 31, 2022, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, 2023, and 2022 and the results of its operations and its cash flows for the years ended December 31, 2024 and 2023 and the period from March 12, 2022 to December 31, 2022 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 Audits of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audits 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 audits 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.

To the Board of Directors
Bosch Automotive Workshop Services LLC

In performing audits 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Plante & Moran, PLLC

February 18, 2025

Bosch Automotive Workshop Services LLC

Balance Sheet

December 31, 2024, 2023, and 2022

	2024	2023	2022
Assets			
Current Assets			
Cash	\$ 2,012,327	\$ 2,000,000	\$ 2,000,000
Accounts receivable:			
Trade	9,410	-	-
Affiliates	5,629,968	7,428,061	10,106,463
Deferred Incentive Program costs	189,167	-	-
Prepaid expenses	383,133	269,845	-
Total current assets	8,224,005	9,697,906	12,106,463
Other Assets - Due from affiliates	-	705,506	585,311
Total assets	<u><u>\$ 8,224,005</u></u>	<u><u>\$ 10,403,412</u></u>	<u><u>\$ 12,691,774</u></u>
Liabilities and Member's Equity			
Current Liabilities			
Accounts payable:			
Trade accounts payable	\$ 158,823	\$ 26,106	\$ 1,500
Trade payables to related parties	47,591	98,255	263,167
Deferred revenue	30,000	-	-
Accrued and other current liabilities	365,730	343,636	278,854
Deferred Revenue - Net of current portion	210,000	-	-
Total liabilities	812,144	467,997	543,521
Member's Equity	7,411,861	9,935,415	12,148,253
Total liabilities and member's equity	<u><u>\$ 8,224,005</u></u>	<u><u>\$ 10,403,412</u></u>	<u><u>\$ 12,691,774</u></u>

Bosch Automotive Workshop Services LLC

Statement of Operations

	Year Ended December 31, 2024	Year Ended December 31, 2023	Period from March 12, 2022 to December 31, 2022
Net Revenue			
Royalties	\$ 47,486	\$ -	\$ -
Initial franchise fees	49,167	-	-
Brand fund fees	22,025	-	-
Other	108	-	-
Total net revenue	118,786	-	-
Operating Expenses	3,843,129	3,459,645	2,659,878
Operating Loss	(3,724,343)	(3,459,645)	(2,659,878)
Nonoperating Income - Interest income	401,296	541,301	222,820
Loss - Before income taxes	(3,323,047)	(2,918,344)	(2,437,058)
Income Tax Recovery	799,493	705,506	585,311
Net Loss	\$ (2,523,554)	\$ (2,212,838)	\$ (1,851,747)

Bosch Automotive Workshop Services LLC

Statement of Member's Equity

Balance - March 12, 2022	\$ 14,000,000
Net loss	<u>(1,851,747)</u>
Balance - December 31, 2022	12,148,253
Net loss	<u>(2,212,838)</u>
Balance - December 31, 2023	9,935,415
Net loss	<u>(2,523,554)</u>
Balance - December 31, 2024	<u>\$ 7,411,861</u>

Bosch Automotive Workshop Services LLC

Statement of Cash Flows

	Year Ended December 31, 2024	Year Ended December 31, 2023	Period from March 12, 2022 to December 31, 2022
Cash Flows from Operating Activities			
Net loss	\$ (2,523,554)	\$ (2,212,838)	\$ (1,851,747)
Adjustments to reconcile net loss to net cash from operating activities:			
Changes in operating assets and liabilities that (used) provided cash:			
Accounts receivable - Trade	(9,410)	-	-
Accounts receivable - Affiliates	2,503,599	2,558,207	3,308,226
Deferred Incentive Program costs	(189,167)	-	-
Prepaid expenses	(113,288)	(269,845)	-
Trade accounts payable	132,717	24,606	-
Trade payables to related parties	(50,664)	(443,766)	543,521
Accrued and other current liabilities	22,094	343,636	-
Deferred revenue	240,000	-	-
Net Increase in Cash - Net cash provided by operating activities	12,327	-	2,000,000
Cash - Beginning of period	2,000,000	2,000,000	-
Cash - End of period	<u>\$ 2,012,327</u>	<u>\$ 2,000,000</u>	<u>\$ 2,000,000</u>

December 31, 2024, 2023, and 2022

Note 1 - Nature of Business

Bosch Automotive Workshop Services LLC (the "Company"), a wholly owned subsidiary of Robert Bosch North America Corporation (the "Parent" or RBNH), was formed on December 9, 2021 as a Delaware limited liability company to sell franchises pursuant to a nonexclusive license agreement dated March 8, 2022 between the Company and Robert Bosch GmbH, which wholly owns RBNH. The trademark license agreement has an initial ending date of December 31, 2024; thereafter, it shall automatically extend annually.

Pursuant to the Company's standard franchise agreement, franchisees will operate vehicle service centers that provide on-vehicle, diagnosis, and repair services and will operate under the name Bosch Auto Service Shop. At December 31, 2024, there were three signed franchise agreements and one signed area development agreement, with two stores open and operating. At December 31, 2023 and 2022, the Company did not have any signed franchise agreements.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

Revenue Recognition

The Company earns revenue from its franchised vehicle service centers, which includes royalties, initial franchise fees, and brand fund fees. The Company sells individual franchisees the right to operate a vehicle service center using the franchise name. The initial term of franchise agreements is typically 10 years, with an option to renew or transfer the franchise agreement to a new or existing franchisee.

The Company has obligations to provide franchisees with the franchise rights to operate a vehicle service center, training, certain pre-opening services, as well as advertising for which fees are charged. The Company has concluded that the training and pre-opening services are separate performance obligations due to the nature of these services being distinct. Therefore, initial franchise fees for each agreement are allocated to the training and pre-opening services for each individual franchise. The training and pre-opening services revenue is recognized at the time the obligations have been satisfied, which is typically when the vehicle service center opens. Income for royalties and brand fund fees is recognized over the term of the respective franchise agreement as the underlying sales occur.

Payment Terms

The Company's franchise agreements require the payment of various fixed and variable fees. Initial franchise fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. Initial franchise fees are also received pursuant to area development agreements, which grant the right to develop franchised vehicle service centers in future periods in specific geographic areas. Royalties and brand fund fees are invoiced on a monthly basis based upon a percentage of franchisee gross sales and paid in the following month by the franchisee.

December 31, 2024, 2023, and 2022

Note 2 - Significant Accounting Policies (Continued)

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to service customers. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that the agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and brand fund fees, as the transaction price is based on the franchisees' sales. The variable consideration is recognized based on the actual amounts incurred each month.

The Company allocates consideration to the training program and pre-opening services based on the observable stand-alone selling price of those services.

Deferred Incentive Program Costs

From time to time the Company provides consideration to franchisees in the form of cash (e.g., cash payments to offset pre-opening costs) with the intent to drive new unit development that will result in higher future revenue for the Company. Such payments are capitalized and presented within Deferred Incentive Program costs on the accompanying balance sheet. These assets are being amortized as a reduction in initial franchise fee revenue over the term of the franchise agreement.

Income Taxes

The Company is a single-member limited liability company and, as such, is treated as a division of RBNH for federal income tax purposes. Because of its status, the Company is disregarded as a separate entity for income tax purposes; therefore, the Company itself does not file an income tax return separate and apart from RBNH. However, the Company is a member of the consolidated group tax return filed by RBNH. Therefore, the Company will be responsible for (or entitled to) its share of related income tax expense (or benefit) reported in the consolidated tax return. As such, RBNH computes deferred income tax assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. This calculation is used to estimate the Company's receivable from RBNH, which is included as a component of amounts due from affiliates on the accompanying balance sheet.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including February 18, 2025, which is the date the financial statements were available to be issued.

Note 3 - Related Party Transactions

The following is a description of transactions between the Company and related parties:

Treasury Management

The Company has a treasury management services agreement with Robert Bosch Finance LLC (RBUF), a related party under common control. RBUF manages cash disbursement and receipt functions and general coordination and oversight of bank activities. As of December 31, 2024, 2023, and 2022, \$4,747,349, \$7,428,061, and \$10,106,463, respectively, of cash was under management with RBUF, which is presented as accounts receivable from affiliates on the accompanying balance sheet. During the years ended December 31, 2024 and 2023 and the period from March 12, 2022 to December 31, 2022, the Company earned \$401,296, \$541,301, and \$222,820 respectively, of interest income on cash under management with RBUF.

December 31, 2024, 2023, and 2022

Note 3 - Related Party Transactions (Continued)

Income Taxes

As of December 31, 2024, 2023, and 2022, the Company's estimate of the income tax receivable from RBNH equals \$882,619, \$705,506, and \$585,311, respectively. The amount recognized as of December 31, 2024 is classified as a current asset as management anticipates receipt of these funds within one year from the balance sheet date. The amounts recognized as of December 31, 2023 and 2022 were classified as noncurrent assets, as management did not anticipate receiving those funds within one year of the balance sheet date. The components of the income tax provision included in the statement of operations are all attributable to continuing operations and are composed of a \$799,493, \$705,506, and \$585,311 income tax recovery for the years ended December 31, 2024 and 2023 and the period from March 12, 2022 to December 31, 2022, respectively. There were no deferred tax liabilities as of December 31, 2024, 2023, and 2022.

Accounts Payable and Accrued Liabilities

At December 31, 2024, 2023, and 2022, the Company had accounts payable and accrued liabilities to Robert Bosch LLC (RBUS) and RBNH, related parties under common control, totaling \$80,111, \$98,255, and \$263,167, respectively.

Expenses

For the years ended December 31, 2024 and 2023 and the period from March 12, 2022 to December 31, 2022, the Company incurred approximately \$580,000, \$443,000, and \$2,647,000, respectively, of related party expense allocations pursuant to service agreements with RBUS and RBNH. These service agreements cover a variety of expense allocations, such as general overhead costs, management services, and employee compensation.

THE FOLLOWING FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

Bosch Automotive Workshop Services LLC

Balance Sheet

May-25

Assets

Current Assets

Cash	8,885
Accounts receivable:	
Trade	34
Affiliates	5,890,585
Deferred Incentive Program costs	230,833
Prepaid expenses	367,436

Total current assets 6,497,773

Other Assets - Due from affiliates 0

Total assets 6,497,773

Liabilities and Member's Equity

Current Liabilities

Accounts payable:	
Trade accounts payable	183,686
Trade payables to related parties	24,331
Deferred revenue	46,974
Accrued and other current liabilities	294,842
Deferred Revenue - Net of current portion	210,000

Total liabilities 759,834

Member's Equity 5,737,940

Total liabilities and member's equity 6,497,773

Bosch Automotive Workshop Services LLC

Statement of Operations

May-25

Net Revenue

Royalties	30,646
Initial Franchise Fees	4,693
Brand fund fees	13,515
Other	34

Total net Revenue 48,889

Operating Expenses 1,825,030

Operating Loss -1,776,141

Nonoperating Income- Interest Income 102,222

Loss - Before income taxes -1,673,920

Income Tax Recovery 0

Net Loss -1,673,920

.....
.....

EXHIBIT K

RELEASE ON RENEWAL/TRANSFER

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC

RENEWAL/ASSIGNMENT OF FRANCHISE DOCUMENTS RELEASE

Bosch Automotive Workshop Services LLC (“we,” “us,” or “our”) and the undersigned franchisee, _____ (“you” or “your”), currently are parties to a certain Franchise Agreement (the “**Franchise Agreement**”) dated _____. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation] _____

_____. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the “**Releasing Parties**”), hereby forever release and discharge us, our affiliates, parents, successors, and assigns, and our and their current and former officers, directors, owners, principals, employees, agents, representatives, suppliers, distributors, customers, affiliates, successors, and assigns (collectively, the “**BAWS Parties**”) from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “**Claims**”) that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the BAWS Parties (1) arising out of or related to the BAWS Parties’ obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the BAWS Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the BAWS Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

You and your owners, for yourselves and each of the Releasing Parties, hereby waive and relinquish every right or benefit which he, she, or it has under any state or federal law limiting the effectiveness of releases, to the fullest extent that he, she, or it may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Claims, you and your owners, for yourselves and each of the Releasing Parties, acknowledges that he, she, or it may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of this release, but that it is the parties’ intention, fully, finally and forever to settle and release all such Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given hereunder shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

FRANCHISOR:

BOSCH AUTOMOTIVE WORKSHOP SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

(IF ENTITY):

[Name]

By: _____

Name: _____

Title: _____

Date: _____

(IF INDIVIDUALS):

[Signature]

[Print Name]

Date: _____

[Signature]

[Print Name]

Date: _____

FRANCHISEE OWNER(S):

[Printed Name]

[Printed Name]

[Signature]

[Signature]

Date: _____

Date: _____

EXHIBIT L

**ADDITIONAL DISCLOSURES
REQUIRED BY STATE FRANCHISE LAWS**

**ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT**

VIRGINIA

The following language is added to the end of the “Summary” section of Item 17.h. of the Franchise Agreement, Development Rights Agreement, and Preliminary Agreement chart, entitled “Cause” defined – non-curable defaults:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Development Rights Agreement or Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	See separate FDD
Illinois	See separate FDD
Michigan	See separate FDD
Virginia	Pending

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

Item 23

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Bosch Automotive Workshop Services LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that Bosch Automotive Workshop Services LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Bosch Automotive Workshop Services LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Bosch Automotive Workshop Services LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Bosch Automotive Workshop Services LLC, located at 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181. Its telephone number is 331-264-5400.

Issuance date: March 13, 2025, as amended June 12, 2025

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: Ulrike Jaschek, Shawn Dupuie, Nick Rodgers, and Joseph Carroll, whose contact information is 1 Tower Lane, Suite 3100, Oakbrook Terrace, Illinois 60181, 331-264-5400; and _____.

Bosch Automotive Workshop Services LLC authorizes the respective state agents identified in Exhibit A to receive service of process for us in the particular states.

I received a Franchise Disclosure Document from Bosch Automotive Workshop Services LLC, dated as of March 13, 2025, as amended June 12, 2025, that included the following Exhibits:

- A List of State Agencies/Agents for Service of Process
- B Franchise Agreement
- C Development Rights Agreement
- D Preliminary Agreement
- E Tekmetric Participation Agreement
- F Principal's Agreement
- G Operations Manual Table of Contents
- H List of Franchisees
- I List of Franchisees Who Have Left the System
- J Financial Statements
- K Release on Renewal/Transfer
- L Additional Disclosures Required by State Franchise Laws

Date

Prospective Franchisee [Print Name]

(Date, Sign, and Return to Us)

Prospective Franchisee [Signature]

Item 23

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Bosch Automotive Workshop Services LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Date

Prospective Franchisee [Print Name]

(Date, Sign, and Keep for Your Own Records)

Prospective Franchisee [Signature]