FRANCHISE DISCLOSURE DOCUMENT

FRANCHISOR:

Motto Franchising, LLC
a Delaware limited liability company
5075 South Syracuse Street
Denver, Colorado 80237-2712
(866) 668-8649
franchise@mottomortgage.com
www.mottomortgage.com
https://www.facebook.com/MottoMortgage/
https://www.linkedin.com/company/motto-mortgage
https://www.instagram.com/mottomortgage

The franchise offered is for the operation of a Motto® mortgage brokerage office, which offers mortgage brokering services to the general public.

The total investment necessary to begin operation of a Motto mortgage brokerage franchised business ranges from $55,700 to $244,750. This amount includes $35,000 that must be paid to us or an affiliate. The total investment necessary to begin operating a Motto Branch Office franchise ranges from $21,700 - $208,250. This includes $1,000 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive 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 the Contract Administration Department at 5075 South Syracuse Street, Denver, Colorado 80237-2712, or by telephone at (866) 668-8649.

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

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

Issuance date: April 10, 2026 as amended April 28, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D and Exhibit E.
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 C 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 Motto Mortgage 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 Motto Mortgage franchisee?	Item 20 or Exhibit D and Exhibit E 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 H.

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, if any.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Colorado. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Colorado than in your own state.

2. **Market Competition.** You will face market competition, as well as other business risks, including fluctuations in demand for mortgages, changes in mortgage rates and availability of financing, and changing economic conditions, both locally and nationally, which may include prolonged recessions that may significantly impact the residential and commercial mortgage lending.

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

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

THE FOLLOWING PROVISIONS APPLY ONLY TO
TRANSACTIONS GOVERNED BY
<u>THE MICHIGAN FRANCHISE INVESTMENT LAW</u>

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and 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 franchisee 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.

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

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

Any questions regarding the notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48909
Telephone: 517-373-7117

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EXHIBITS

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT I.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor is Motto Franchising, LLC and will be referred to in this Franchise Disclosure Document as "**Motto Mortgage**" or simply "**we**" or "**us**." "**You**" means the individual, corporation, or other entity that buys the franchise. We are a Delaware limited liability company formed on August 25, 2016. Our principal business address is 5075 South Syracuse Street, Denver, Colorado 80237-2712. We operate under our legal name, "Motto", "Motto Mortgage", and no other name.

The Franchisor

We began offering franchises for the first time in October 2016. We do not operate any franchises or Motto Mortgage Offices (defined below). We have no other business activities. Other than the entities described below, we have no affiliates who offer franchises in any line of business or who provide products or services to our franchisees. If we have an agent in your state for service of process, we disclose that agent in Exhibit H.

Parents & Predecessors

Our predecessor is Full House Mortgage Connection, Inc. ("**Full House**"), a Michigan corporation formed on March 31, 2015. Its principal business address was 770 S. Adams Road, Suite 103, Birmingham, Michigan 48009. Full House offered franchises for residential mortgage businesses offering mortgage broker services from May 2015 to July 2016. We acquired certain assets of Full House on September 12, 2016.

Our direct parent is RE/MAX, LLC, a Delaware limited liability company formed on April 15, 2010 with its principal business address at 5075 South Syracuse Street, Denver, Colorado 80237-2712. RE/MAX, LLC is the franchisor and owner of the RE/MAX® franchise system. RE/MAX, LLC offers franchises to operate real estate offices which offer a variety of real estate services to the general public. RE/MAX, LLC has sold franchises since August 9, 1974, however it has never offered franchises or conducted business of the type described in this Disclosure Document. As of December 31, 2025, there were 2,994 RE/MAX, LLC franchises open and operating in the United States, Guam, Puerto Rico, and the U.S. Virgin Islands.

RE/MAX, LLC is a wholly owned subsidiary of our indirect parent RMCO, LLC ("**RMCO**"), a Delaware limited liability company which was formed on April 7, 2010. RMCO has the same principal business address as RE/MAX, LLC.

RMCO has two members which are both our indirect parents: RE/MAX Holdings, Inc. ("**RE/MAX Holdings**"), a Delaware corporation formed on June 23, 2013, and RIHI, Inc. ("**RIHI**"), a Delaware corporation formed on December 18, 2002. RE/MAX Holdings is the majority owner and the sole manager of RMCO; its principal business address is the same as RE/MAX, LLC. RE/MAX Holdings is a public company with shares listed on The New York Stock Exchange under the symbol "RMAX." RIHI is the minority owner of RMCO. RIHI's principal business address is 8822 S. Ridgeline Blvd., Suite 250, Highlands Ranch, Colorado 80129. Neither RE/MAX Holdings nor RIHI have ever sold any franchises in any line of business.

On April 26, 2026, our indirect parent RE/MAX Holdings entered into an Arrangement Agreement and Plan of Merger (the "**Agreement**") with Rome Wildlife, Inc. ("**Purchaser**"), a holding entity formed by The Real Brokerage Inc., a leading real estate technology company that operates a fully digital brokerage (and offers ancillary services such as mortgage origination, title and escrow services, and financial technology and lending products) in all U.S. states and five Canadian provinces. Pursuant to the Agreement, RE/MAX Holdings agreed, through a series of mergers, to pursue a strategic business combination with Purchaser (the "**Transaction**"). It is intended that Purchaser's name will be changed to Real REMAX Group shortly after signing the Agreement. Upon the closing of the Transaction, Purchaser would become our indirect parent company and a public company with shares listed on NASDAQ. The Transaction is anticipated to close later in 2026 subject to the satisfaction of customary closing conditions including regulatory approvals.

Affiliates in the United States

Our affiliate, Motto Marketing Fund, LLC ("**MMF**") is a Delaware limited liability company, which was established for the purpose of creating, distributing, and placing advertising and public relations programs and related materials. It was formed on January 16, 2019 and its principal place of business address is 5075 South Syracuse Street, Denver, Colorado 80237-2712. MMF is our wholly owned subsidiary. MMF has never operated a Motto Mortgage Office or offered franchises in any line of business.

Wemlo, LLC ("**wemlo**"), is a Delaware limited liability company, which was formed on November 13, 2018 as Wemlo, Inc. as a Florida corporation. RE/MAX, LLC acquired Wemlo, Inc. on August 25, 2020 and later converted it to a limited liability company. Wemlo provides loan processing services to mortgage brokerages and loan originators. Wemlo began offering loan processing services to Motto Mortgage Offices in 2021. You will be required to use certain wemlo products and services pursuant to the Franchise Agreement. See Item 8.

Affiliates Outside the United States

REMAX Canada, Inc., a British Columbia corporation, f/k/a RE/MAX Ontario-Atlantic Canada, Inc., is the subfranchisor that offers REMAX franchises in all Canadian jurisdictions except for Quebec. REMAX Canada, Inc. offers REMAX franchises in Canada under two separate franchise disclosure documents – a franchise disclosure document for the provinces of New Brunswick, Nova Scotia, Ontario, Prince Edward Island, and Newfoundland and Labrador, and a separate franchise disclosure document for the Western Canada Region comprised of British Columbia, Alberta, Saskatchewan, Manitoba, Northwest Territories, Yukon, and Nunavut. REMAX Canada, Inc. is a wholly-owned subsidiary of RE/MAX of Western Canada (1998), LLC (the predecessor subfranchisor for the Western Canada Region), which is a wholly owned subsidiary of RE/MAX, LLC. On July 1, 2025, RE/MAX of Western Canada (1998), LLC assigned its assets, including all subsisting franchise agreements, to RE/MAX Ontario-Atlantic Canada, Inc. as part of a corporate restructure.

Description of Business

Motto Franchising, LLC offers franchises throughout the United States for the development and operation of mortgage brokerage offices that offer high quality mortgage services to the general public under the name "Motto" and other trademarks and service marks (collectively, the "**Marks**"). Motto offices engage in the activities of mortgage brokering, borrower profile assessment, borrower consulting, settlement service provider coordination, and loan origination assistance, and such other related activities and services as we may from time to time authorize in writing (collectively, the "**Authorized Services**"). Motto offices operate under the Motto system ("**System**" or "**Motto System**") which means and includes, collectively, our operating systems, marketing systems, business techniques, and methods, processes, policies and procedures for the development and operation of mortgage brokerage business providing efficient, high quality and courteous services to the public, along with items of trade dress and sales, leadership and management training, including all training materials, sales and promotional materials, technology, supply chain systems and a high commission concept; all as the same may change from time to time, as specified in our Office Materials or as otherwise reasonably directed by us from time to time. Each Motto office is an independently owned and operated business and is solely responsible for its day-to-day conduct and activities.

All prospective franchisees, as well as renewing franchisees and transferees (as discussed below), must sign a form authorizing us to obtain a consumer report and conduct a credit and background check, and must meet our then-current subjective and objective standards for new franchisees, including those relating to relevant experience, education and licensing, background and record of compliance with laws, financial capacity, skills, integrity and other qualities of character.

As a mortgage broker you will independently execute mortgage brokerage agreements with wholesale lenders that underwrite and fund mortgages. These agreements allow your Motto Mortgage Office to originate loans made by the lenders, who will, unless you are compensated directly by the consumer, compensate you for your services, typically at a predetermined percentage of the loan amount, with the total amount of compensation for many loans subject to regulation.

You will also recruit and hire the licensed individuals who work with potential borrowers to help them find the right loan (**"Loan Originators"**). Loan Originator compensation may include salary, other benefits and, most typically, a commission calculated as a percentage of the loan amount. You will set the pricing for loans your Office originates depending on your pricing strategy which will take into account the compensation levels set with lenders as well as the interest rates and loan products then available to you as well as your analysis of what is competitive in your market.

A copy of the franchise agreement ("**Franchise Agreement**") you will be required to sign is attached to this Franchise Disclosure Document as Exhibit A. The Franchise Agreement grants a franchise without exclusive territory. See Item 12. You, or, if you are a business entity, each of your direct and indirect owners of at least 5% interest, will also be required to sign a Guaranty and Assumption of Obligations, which is affixed to the Franchise Agreement.

<u>Branch Office Franchises</u>. If you wish to purchase a Motto franchise that will provide authorized services at an additional physical location which is associated with your existing Motto franchise (subject to certain limited exceptions), ("**Branch Office Franchise**") you will be required to sign the then-current form of the Branch Office Addendum attached here as Exhibit A-8. The Branch Office Addendum allows you to provide authorized services at a physical location in addition to your Office. You must obtain our approval to be granted the rights to a Branch Office. Factors we will consider in determining whether to grant you the right to a Branch Office include, without limitation, the location of the proposed Branch Office, population growth and the overall market share enjoyed by the Motto Mortgage Network in the area of the proposed Branch Office, and other market conditions that may affect the desirability of establishing a Branch Office. You will be required to pay a nonrefundable Branch Office Initial Fee of $1,000 (see Item 5), plus a monthly Branch Office Royalty Fee of $550 and an annual renewal fee of $500. If more than seven (7) loan originators are associated with the Branch Office, each Branch Office must pay a Loan Originator Fee of $250 per month per Branch Loan Originator, as described in Item 6.

<u>New Program Pilots</u>. From time to time, we may test pilot new programs to franchisees in good standing, which programs may include varying the terms of the Franchise Agreement. These pilot programs may be offered in certain geographic markets or to certain franchisees to test new business strategies, operating models, initiatives or products or services. These pilot programs are voluntary and may provide different fee structures, minimum agent recruiting requirements, or other terms. Terms and conditions of each pilot program will vary depending upon the circumstances and the particular market. If you agree to

participate in a pilot program, you will be required to agree to the terms and conditions of such program. We may discontinue a pilot program at any time upon a notice to you.

Competition and Market Fluctuation

You should expect to face various forms of stiff competition from other businesses which offer mortgage brokerage services, including other mortgage brokers and mortgage bankers, correspondent lenders, credit unions, as well as competing to hire top-producing loan originators. The market for mortgage origination services is developed and highly competitive. Competition may come from organizations that offer a variety of business models, and from physical or virtual locations. These include both established firms and more recent entrants at national, regional and local levels.

In addition to market competition, you will face factors such as fluctuations in mortgage rates and availability of financing as well as changing economic conditions, both locally and nationally, which may include prolonged recessions that may significantly impact real estate markets. Because the demand for mortgage financing is significantly impacted by the real estate market, you should also be aware that real estate markets tend to be cyclical; however, these markets are impacted by changes to general economic conditions and therefore the market for mortgage origination services can be unpredictable.

Industry Regulations

Residential mortgage origination is a highly regulated business. Most states have specific laws and regulations covering mortgage brokerage services. These laws, among other things, require that anyone who offers mortgage brokerage services to be licensed. In addition, there are certain requirements regarding the operation of a mortgage brokerage, which may vary by state, such as the requirement to appoint a person who meets specific industry requirements and is responsible for providing full-time supervision of the brokerage's operations (a "**Qualified Individual**"). States may also require brokers to disclose personal financial statements.

Residential mortgage origination is a highly regulated business. There are various federal laws that could affect your mortgage business and that you must comply with, such as the Americans with Disabilities Act, the Truth In Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act (commonly known as RESPA), the Fair Housing Act, the Gramm-Leach-Bliley Act, the Consumer Financial Protection Act, the Secure and Fair Enforcement for Mortgage Licensing Act, the CAN-SPAM Act, and the Telephone Consumer Protection Act, the Telemarketing Sales Rule, as well as other federal and state anti-solicitation laws regulating phone calls, spamming, and faxing, and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). You should investigate these laws to understand your potential legal obligations.

Professional Licensing Requirements

State law requires you to be properly authorized to be able to provide mortgage brokerage services under the laws of the state(s) where you do business. Many states require loan originators to be employees (rather than independent contractors) of their respective mortgage services company. Many states require that a person with supervisory responsibility for the mortgage brokerage have experience in the mortgage industry, typically 2 to 5 years. Most states also require mortgage brokerage companies to post a surety bond in a specific amount; the amount will depend on the state and the size of your business. Most states require mortgage brokers to incorporate and utilize adequate compliance systems and procedures, such as designating a compliance manager to oversee consumer privacy, consumer complaints and information security.

Arizona, Nevada, Missouri, and Hawaii require mortgage brokers to maintain a physical office. In addition, in some states the use of the "Motto Mortgage" fictitious business name may require approval from a state authority that regulates corporations, mortgage brokerages and/or real estate brokerages.

Alabama, California, Connecticut, Delaware, Georgia, Illinois, Massachusetts, Maryland, Maine, Michigan, North Carolina, North Dakota, New Hampshire, New Jersey, Rhode Island, Tennessee, Washington D.C., Wisconsin, and West Virginia require mortgage brokers to maintain a specific minimum tangible net worth, ranging from $10,000 to $150,000.

Tennessee requires that a brokerage fee of more than a specified percentage of the principal amount of the loan is to be presumed unfair and unreasonable, and is grounds to revoke a broker's license, unless the broker can provide evidence the fee is fair and reasonable.

Kentucky requires Qualifying Individuals to have a specified minimum ownership interest in the mortgage brokerage business.

There may be other laws, rules and interpretations specific to your state, and these laws may be changed and updated from time-to-time.

Item 2

BUSINESS EXPERIENCE

Chairman of the Board of RE/MAX Holdings: David L. Liniger

Mr. Liniger is founder of RE/MAX, LLC as well as Chairman of the Board of RE/MAX Holdings, a position he has held since July 2013, located in Denver, Colorado. He served as Chairman of the Board of RE/MAX, LLC from the time it was established in August 1974 until March 2019, when the structure of RE/MAX, LLC changed from Board managed to Member managed. Mr. Liniger served as Co-Chief Executive Officer of Motto Franchising, LLC from May 2017 to February 2018 and as its Chief Executive Officer from September 2016 to May 2017.

Chief Executive Officer of RE/MAX Holdings: Erik Carlson

Mr. Carlson has served as Chief Executive Officer of RE/MAX Holdings, Inc. since November 2023. From December 2015 until November 2023, Mr. Carlson served as President and Chief Executive Officer and a member of the Board of Directors of DISH Network Corporation, located in Englewood, Colorado.

President of Mortgage Services: Victor Lombardo

Mr. Lombardo has served as President of Mortgage Services of Motto Franchising, LLC, located in Denver, Colorado, since August 2025. From February 2025 until August 2025, he served as Chief Operating Officer of Guaranteed Rate Affinity, located in Chicago, Illinois. From May 2016 until February 2025, he served as National Vice President of Corporate Relocation and Centralized Sales at Guaranteed Rate Affinity, located in Chicago, Illinois.

Vice President, Franchise Growth and Development: Adam Sartin

Mr. Sartin has served as Vice President, Franchise Growth and Development for Motto Franchising, LLC since February 2023. Mr. Sartin has served in various capacities for RE/MAX, LLC prior to becoming an officer of Motto Franchising, LLC. For RE/MAX, LLC he served as Area Vice President, Region Development, from October 2020 to February 2023; Area Vice President, Business Growth, from January 2019 to October 2020; Region Vice President of the RE/MAX California and Hawaii Region from April 2017 to January 2019; and Director of that same region from February 2016 to April 2017. Mr. Sartin had served in various other capacities for RE/MAX, LLC since January 2011.

Chief Financial Officer: Karri Callahan

Ms. Callahan has served as Chief Financial Officer of Motto Franchising, LLC since September 2016. She served as Chief Financial Officer for wemlo, LLC from August 2020 to September 2022. Ms. Callahan has been Chief Financial Officer of RE/MAX, LLC and RE/MAX Holdings since March 2016, and has been Treasurer of both companies since March 2018. Ms. Callahan has served in various other capacities for RE/MAX, LLC since May 2013.

Chief Legal Officer, Chief Compliance Officer, and Secretary: Susan Winders

Ms. Winders has served as the Chief Legal Officer, Chief Compliance Officer and Secretary for Motto Franchising, LLC, RE/MAX, LLC and RE/MAX Holdings since March 2026. She previously served as Executive Vice President, General Counsel, Chief Compliance Officer, and Secretary for Motto Franchising, LLC, RE/MAX, LLC, and RE/MAX Holdings from February 2024 to February 2026. She was Senior Vice President, General Counsel and Chief Compliance Officer for Motto Franchising, LLC, RE/MAX, LLC, and RE/MAX Holdings from February 2023 to February 2024. She served as Vice President, General Counsel and Chief Compliance Officer from July 2022 to February 2023. Ms. Winders served as RE/MAX, LLC's Vice President and Assistant General Counsel from December 2016 to July 2022 and has served in various other capacities for RE/MAX, LLC since January 2009.

Chief Human Resources Officer: Robert M. Fuchs

Mr. Fuchs has served as the Chief Human Resources Officer for Motto Franchising, LLC, RE/MAX, LLC and RE/MAX Holdings since March 2026. He previously served as Executive Vice President, Human Resources and Administration from June 2024 to February 2026. From October 2023 to May 2024, he served as Senior Vice President of Human Resources and Safety of Full Circle Fiber Partners, in Englewood, Colorado. From May 2023 to October 2023, Mr. Fuchs was on a personal sabbatical. From October 2018 to May 2023, Mr. Fuchs served as the Chief Human Resources Officer of ViewRay, Inc., in Denver, Colorado.

Senior Vice President, Marketing & Advertising Mortgage Services: Kelly Gill

Ms. Gill has served as Senior Vice President, Marketing & Advertising Mortgage Services since February 2023, and has been Vice President of wemlo, LLC since August 2020. She served as Vice President, Marketing and Advertising of Motto Franchising LLC from January 2020 to February 2023 and was Brand Director from April 2018 to December 2019. From April 2015 to April 2018, Ms. Gill served as Vice President, Marketing for PrimeLending, a mortgage company in Dallas, Texas.

Director of Franchise Sales: David Cernich

Mr. Cernich has served as Director of Franchise Sales for Motto Franchising, LLC since March 2026. He served as Senior Vice President of Expansion at Engel & Volkers, LLC from April 2025 until July 2025, located in New Pittsburgh, Pennsylvania. From February 2024 until April 2025, Mr. Cernich took a professional sabbatical. From April 2023 until January 2024, Mr. Cernich served as Vice President of Franchise Development of SMASH Partners, Inc., located in Pittsburgh, Pennsylvania. From July 2019 until August 2022, Mr. Cernich served as Senior Vice President of Global Development for Corcoran (f/k/a Anywhere Real Estate, Inc.) in Pittsburgh, Pennsylvania.

Item 3

LITIGATION

Actions Brought Against Motto Franchising, LLC and its Affiliates

None.

Pending Actions

Motto Franchising, LLC v. Brooke Marin and Marin AB Holdings, LLC, Case No. 24-CV-02083, pending in the United States District Court, District of Colorado, filed July 29, 2024. Motto Mortgage filed this action against a franchisee for breach of the franchise agreement and prior settlement agreement, including confidentiality and non-disparagement provisions of the settlement agreement. Motto Mortgage seeks injunctive relief for breach of the confidentiality and non-disparagement provisions, in addition to payment of past due fees, as well as attorney's fees in connection with the proceeding. Defendant brought a motion to dismiss which was denied on February 11, 2025. A settlement conference occurred on November 18, 2025. The parties have executed a settlement term sheet resolving the material terms of the dispute; the action remains pending but is expected to be dismissed shortly.

Suits to Collect Royalty Payments

Motto Franchising, LLC v. Patrick Winsey, Jemila Winsey, and Steven Griffin, Case No.: 2024-CV-030723, pending in the District Court, County of Denver, filed March 6, 2024; default judgement entered October 9, 2024.

Motto Franchising, LLC v. Free Lunch LLC, Andrew Chock, and Simon Overmiller, Case No.: 2024-SU-002620, pending in the Supreme Court of Pennsylvania, Court of Common Pleas, York County, filed September 6, 2024.

Motto Franchising, LLC v. Michael Guimares, Jr., Case No.: 2483-CV-00516, pending in the Trial Court of Massachusetts, Plymouth County Superior Court, filed July 3, 2024.

Other than the actions identified above, 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

Initial Franchise Fee. You must pay us a nonrefundable initial franchise fee when you sign the Franchise Agreement. As of the issuance date of this Disclosure Document our standard initial franchise fee for a full franchise is $35,000. The initial franchise fee under the Franchise Agreement is fully earned when paid and is not refundable under any circumstances. Except as stated in this Item, the initial franchise fee is uniform for all Motto Mortgage Offices.

Initial Branch Office Fee. If you qualify to purchase a Branch Office, and we grant you the right to do so, you shall pay us a nonrefundable fee of $1,000 ("**Initial Branch Office Fee**") when you sign the Branch Office Addendum. You will be required to pay us the Initial Branch Office Fee for each Branch Office that you are permitted to open.

During the 2025 calendar year, franchisees paid initial franchise fees for Motto Mortgage Offices ranging from $20,000 to $35,000. In addition, during the 2025 calendar year, franchisees did not pay initial franchise fees for Branch Offices. Discounts to the initial fees were granted based on factors including the purchase of a REMAX franchise, assistance with expansion in certain markets and discounts in connection with limited time special programs/growth initiatives offered during the year or in connection with certain events.

We may vary, waive, reduce, defer or make an exception to our fee structure and/or payment terms for any reason, including, without limitation, purchase of a REMAX franchise, assistance with expansion in certain markets and discounts in connection with special programs/growth initiatives. Exceptions to our fee structure may be for a limited time and/or offered in connection with specific campaigns or promotions, provided we make no representations that these or any other opportunities or variations to the standard initial franchise fee ("**Incentives**") will continue to be made available and they may be discontinued at any time. In addition, we reserve the right not to make any Incentives available. Your compliance at all times with all of the material provisions of the Franchise Agreement will be required for you to remain eligible for any and all Incentives. If you receive an Incentive and you later default in any of your material obligations under your Franchise Agreement, we reserve the right to terminate your eligibility for any and all Incentives. If you fail to cure such default within the cure period provided in your franchise agreement, or if such default cannot be cured, then in addition to any other remedies available to us, we reserve the right to require you to repay on demand any and all Incentives that you received from us prior to such default.

Discount Program. As of September 27, 2022 (**"Discount Program Start Date"**) we introduced a pilot program offering initial franchise fee discounts for franchisees who expand to additional offices ("**Discount Program**") with the discounts listed below available for purchase of multiple Motto Mortgage Offices:

New Full Office Purchased	Initial Franchise Fee
First	$35,000

Second	50% of then current Initial Franchise Fee
Third+	25% of then current Initial Franchise Fee

After a prospective or existing franchisee purchases a franchise (one that is not a transfer or a Branch Office) for a $35,000 Initial Franchise Fee ("**First Office**") then the initial franchise fee for the second franchise will be discounted to 50% of the then current Initial Franchise Fee. The Initial Franchise Fee for a third and any future franchises will be discounted to 25% of the then current Initial Franchise Fee. To be eligible for discounts under the Discount Program the franchisee must: (1) purchase the First Office and pay the $35,000 Initial Franchise Fee after the Discount Program Start Date; and (2) maintain a Controlling Interest (more than 50% ownership interest) in all of the offices purchased under the Discount Program. As of the date of this Disclosure Document the Discount Program remains in effect. However, we may discontinue or modify this program at any time in our sole discretion. In the event the Discount Program is discontinued each franchisee who purchased a franchise under the Discount Program will have 24 months from the date the Discount Program is discontinued to purchase any additional franchises under the Discount Program. If you default on your material obligations under any Franchise Agreement we may terminate your eligibility for future discounts under the Discount Program, but you will not be required to repay any incentives that you previously received from us under the Discount Program.

Financing. You may finance a portion of the Renewal Fee. See Item 10.

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Item 6

OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee[2,3,4,5, 8]	$2,500 (**Fixed Fee Component**) plus 25 BPs per transaction per month, capped at $1,000 per transaction (**BPS Component**)	Due by the 20th calendar day of each month	Payable to us. The Royalty increases by $250 monthly per loan originator beyond 7 loan originators working for your Office. Upon notice to you, we may increase the Fixed Component of the Royalty by up to 10% each year beginning 12 months from the date that you open. Your Marketing Fund Contribution of $350 will be included in the Fixed Fee Component of the Royalty. If you have a Branch Office, your Marketing Fund Contribution will be included in the Branch Royalty, as noted below.
Marketing Fund Contribution[,2,3, 4,5, 8]	$350	Due by the 20th calendar day of each month.	Payable to us as part of the Fixed Fee Component of the Royalty. We reserve the right to increase the contribution to the Marketing Fund in an amount by up to 10% annually beginning 12 months after you open.
Transfer fee	$2,500 per Franchise Agreement, plus our administrative and legal costs and expenses incurred by us in connection with our approval of the transfer.	Prior to consummation of transfer.	Payable to us when the Franchise Agreement, assets of the Office, or controlling interest in you is transferred. No transfer fee is payable if the Franchise Agreement is transferred to an entity you control within 6 months after signing. We may waive this fee if transfer is to an existing Motto franchisee or Loan Originator who has been affiliated with the Motto network for at least 12 months.
Renewal[6]	50% of the then current initial franchise fee	At least 90 days prior to the expiration of the Franchise Agreement.	Payable to us. You must meet certain conditions to have the option to renew.

Type of Fee[1]	Amount	Due Date	Remarks
Document Processing Fee	$500 to $2,000	As incurred; due within 10 days after billing.	This fee is charged to cover the administrative and other costs we incur if you request a complex or extensive modification (as determined by us) to the Franchise Agreement (or any related document) or if we agree to draft such modification to accommodate you in connection with a cure of your default under your Franchise Agreement or related document or in connection with a renewal or transfer.
Insurance Reimbursement	Cost of insurance, plus costs we incur	On demand after payment.	If you fail to obtain and maintain required insurance, we will have the right to obtain insurance on your behalf, and you must promptly reimburse us for the cost of that insurance plus related administrative costs. See Item 8.
Insufficient Funds Processing/ Failure to Set up ACH Fee	$100 plus reimbursement of our administrative expenses and charges, if you have insufficient funds to cover a payment, or if you pay by check, and the check is returned for insufficient funds. In addition to any other remedies we may have, failure to timely complete the documents that we need to automatically debit your checking account or debit card may result in a processing fee of $100 for each month during which the default continues.	As incurred.	We may also require that you make subsequent payments via another form of payment we designate.

Type of Fee[1]	Amount	Due Date	Remarks
Audit costs	Cost of inspection or examination (in addition to any amount owed as shown by the audit, plus interest and late charges).	As incurred.	Payable if you fail to furnish reports, supporting records or other required information or you understate the amounts owed to us for any 3-month period by more than 5%, or if an inspection reveals other conduct that is unlawful or a breach of the Franchise Agreement.
Interest and Late Charges	10% of amount owed to us (or maximum rate allowed by law (whichever is less); plus interest of 1% per month compounded (or highest rate allowed by law) of amount owed; $100 per day for the failure to timely submit reports	Due with payment of outstanding amounts or submission of reports.	Payable on all overdue amounts (in addition to the amounts owed), or for the failure to timely submit reports.
Costs and Attorneys' Fees	Actual cost and fees incurred by us.	As incurred.	Payable if we engage legal counsel in connection with your failure to comply with the Franchise Agreement.
Indemnification	Actual costs, amounts of specific losses and legal fees incurred by us.	As incurred.	You must reimburse us if we are held liable for claims, or otherwise incur legal or other costs, arising from the operation of your Office.
Educational Courses	$0 - $1,000 per attendee. Extra fees may be charged for educational and certification classes for professional credit, if offered.	10 days after billing or at registration.	You may be required to complete, at your expense, certain educational courses as a condition under the Franchise Agreement or as a condition of renewal. You will be required to pay for all related travel, meal, lodging, and entertainment expenses in connection with attending all education courses. Initial Education is provided at no additional cost, regardless of the number of attendees. You will be required to pay for all related

Type of Fee[1]	Amount	Due Date	Remarks
			travel, meal, lodging, and entertainment expenses in connection with attending Initial Education.
Conventions and Seminars	\$100 -\$500 registration fee per person.	Prior to attending.	Attendance is highly recommended; you also must pay for all related travel, meal, lodging, and entertainment expenses.
Additional License Fee	\$700 initial fee per license; \$100 per month per license; \$500 annual renewal fee per license.	As incurred.	You may acquire and maintain up to three (3) state mortgage licenses under your Franchise Agreement. If you wish to acquire and maintain more than (3) mortgage state licenses under your Franchise Agreement, you must pay us additional fees to hold additional state licenses.
Holdover Fee	\$1,500 per month per Office	Upon receipt of invoice.	Payable to us if you continue to operate the Office without proper renewal during the Holdover Period.
Loan Processing Fees	\$825 per closed loan	At loan closing.	Payable to our affiliate or third parties. Where permitted, you must use wemlo processing services. wemlo is not available in Hawaii or Utah. If you operate your Office in these states, you will pay processing services fees to your processing provider. All processing fees must be paid in compliance with state law.
De-identification Damages	\$500 per day of non-compliance with de-identification obligations	As incurred.	Payable to us if you fail to de-identify within 10 days of termination or expiration of the Franchise Agreement.
Lost Future Revenue[7]	The average Monthly Ongoing Fees due for the 12 months immediately preceding the	Upon early termination.	Payable to us if the Franchise Agreement is terminated prior to expiration, within 5 days of termination.

Type of Fee[1]	Amount	Due Date	Remarks
	termination of the Agreement multiplied by the lesser of (i) 36 or (ii) the number of months remaining in the Term of the Agreement.		
Loan Data Export Fee[8]	$250 per hour; or $2,000 per export; dependent on the circumstances of each case	As incurred	Payable to us to assist you with the export of certain loan files and related data that you have entered into our designated loan origination platform and your transfer of data into an alternative system, provided you make a timely written request.
Unreported Transactions[9]	BPS Component for each Unreported Transaction plus $25 per Unreported Transaction.	As incurred.	Payable if you fail to report Transactions affiliated with your Office.

Branch Office Fees

The Royalty Fee, Renewal Fee, and Holdover Fee as described indicated in the first table in this Item 6 do not apply to a Branch Office Franchise. All other fees indicated in the first table in this Item 6 apply to the operation of a Branch Franchise. The following fees apply only if you operate a Branch Office Franchise:

Type of Fee[1]	Amount	Due Date	Remarks
Branch Royalty Fee[2,3]	$550[2] plus $250 per Branch Loan Originator above 7 Branch Loan Originators	Same as Royalty.	Payable to us, the Branch Office Royalty Fee ("**Branch Royalty**" or "**Branch Royalty Fee**") will be due initially 90 days from the effective date of the Branch Office Addendum; and, thereafter, by the 20th day of each month throughout the remainder of the term of the Branch Office Addendum and any renewals of the Addendum.

Type of Fee[1]	Amount	Due Date	Remarks
			In addition, you must pay a $250 monthly fee for each Branch Loan Originator if more than 7 Loan Originators are associated with your Branch Office. Upon notice to you, we may increase the Branch Royalty Fee by up to 10% each year beginning 12 months from the date that you open. Your Marketing Fund Contribution of $350 is included as part of the Branch Royalty Fee.
Branch Office Renewal Fee[6]	$500 per year	Upon every anniversary of the Branch Office Addendum	Payable to us. You must meet certain conditions to qualify for renewal.
Holdover Fee – Branch Office	$400 per month per Branch Office	Upon receipt of invoice	Payable to us if you continue to operate a Branch Office without proper renewal during the Holdover Period.

Footnotes applicable to the Item 6 tables:

1. Except as otherwise noted in this Item 6, all fees are uniformly imposed and collected by and payable to us or one of our affiliates. All fees are nonrefundable unless otherwise noted. You will be required to pay all amounts to us in accordance with such procedures that we may specify. As of the Issuance Date of this Franchise Disclosure Document, we accept payment via automated clearing house ("**ACH**") or another electronic funds transfer ("**EFT**"). We may require alternate methods of payment in the future, in which case you will be required to pay any associated processing fees and surcharges. Before your Office begins operating, you will be required to sign and deliver to us the documents we require to authorize us to debit your business checking account for the amounts due to us and/or our affiliates (the "**EDTA**"). You may be required to sign a Withdrawal Authorization Form; the current form is attached to this Franchise Disclosure Document as Exhibit A-1. We will debit the EDTA for these amounts on their due dates. You will be required to ensure that funds are available in the EDTA to cover such withdrawals.

2. From time to time, and in our reasonable business judgment, we may vary, waive, reduce, defer, make an exception to, or offer a completely different alternative fee structure to the ones currently disclosed in Item 6, and such exceptions to our fee structure may be for a limited time and/or offered in connection with specific campaigns or promotions. We make no representations that such programs ("**Incentives**") will continue to be made available and they may be discontinued at any time. In addition, we reserve the right not to make any such Incentives available in certain circumstances. Your compliance at all times with all of the material provisions the Franchise

Agreement will be required for you to be eligible for any and all Incentives. If you receive any Incentives from us and you default in any of your material obligations to us under the Franchise Agreement, we will reserve the right to terminate your eligibility for any and all such Incentives. If you fail to cure any such default within the cure period provided in your Franchise Agreement, or if such default cannot be cured, then in addition to any other remedies available to us, we will reserve the right to require you to repay on demand any and all Incentives that you received from us prior to such default.

3. The Royalty will be comprised of a fixed fee component of $2,500 per month (the "**Fixed Component**") plus 25 Basis Points (BPs) per completed transaction per month, provided, however, that the BPS paid per any single Transaction shall not exceed $1,000.00 per Transaction. (the "**BPs Component**"). Royalty payments begin in the seventh (7th) month after the Franchise Agreement has been signed, after expiration of the Ramp-Up Period (defined below). This initial seven-month period, from the date you sign the franchise agreement until the end of the sixth (6th) month of the franchise agreement term, is referred to as the "**Ramp-Up Period**." If you sign your Franchise Agreement on or after the fifteenth (15th) day of the month, we may, in our discretion, extend the Ramp-Up Period to include the seventh (7th) month and start your Royalty payments in the eighth (8th) month instead.

If you are renewing your franchise or are obtaining a Motto franchise as a result of a transfer, no Ramp-Up Period is included in the Franchise Agreement.

If you are operating a Branch Office and wish to transfer the rights granted by the Branch Office Addendum, the Branch Office must be transferred together with the Office. The transferee will be required to sign a new Branch Office Amendment as of the date the new franchise agreement is executed and the new Brand Office Addendum may have different terms that may be materially different from your current Branch Office Addendum.

Loan Originator Fee. The Royalty will increase by $250 per each additional loan originator (referred to as a "**Loan Originator Fee**") beyond seven (7) loan originators working with your Office. We also may, upon notice to you, increase the Royalty by up to 10% each year beginning twelve (12) months from the date that you open your Office. We reserve the right to reduce or modify the amount of the Royalty we charge for any franchisee in our reasonable business judgement.

4. Your Marketing Fund Contribution for your Office is paid from the Fixed Component of the Royalty. Each month we allocate $350 from the Fixed Component of the Royalty to the Marketing Fund. We may increase (but not more than by $30) or decrease the Marketing Contribution once in each calendar year.

5. Your renewal fee will be 50% of the then-current initial franchise fee. Your renewal fee will be due at least 90 days prior to expiration of the Franchise Agreement. You must also execute our current form of franchise agreement (including the renewal addendum and additional supplemental agreements) at least 90 days prior to the expiration of the Franchise Agreement. The renewal agreement and renewal addendum shall take effect on the day after the Franchise Agreement expires.

6. Lost Future Revenue shall be calculated as the Monthly Ongoing Fees that would have been payable under the Franchise Agreement as follows: the average Monthly Ongoing Fees due for the 12 months immediately preceding the termination of the Franchise Agreement multiplied by the lesser of: (i) 36 or (ii) the number of months remaining in the Term of the Franchise Agreement. You must pay the Lost Future Revenue to us within five (5) days of the termination. We may also seek intangible damages and any and all other damages or remedies to which we may be entitled to at law or in equity.

7. In order to transfer certain data from the LBS into an alternate processing or origination platform, you shall pay the Loan Data Export fee to us in exchange for our assistance to export these files ("**LOS Data Assistance**"). You must provide us with advance written notice regarding your request for LOS Data Assistance and we will make reasonable efforts to export loan data within 20 days after receipt of your request.

8. If you fail to report Transactions to us in accordance with the terms of the Franchise Agreement (each, an "**Unreported Transaction**"), to cure the default under the Franchise Agreement you must, within 10 days of receiving such notice, report the Unreported Transaction in LBS, and you must pay us the BP Component and we reserve the right to require you to pay us a $25 fee for each Unreported Transaction.

Item 7

ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT[1]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial franchise fee	$35,000 Branch Office: $1,000	Lump Sum	Upon signing Franchise Agreement	Motto Franchising, LLC
Office Set-Up/ Improvements [2]	$1,000 - $4,000	As Agreed	As Incurred	Third Parties
Furniture, fixtures and equipment [3]	$1,500 - $2,000	As Agreed	As Incurred	Third Parties
Real Estate/Rent [4]	$500 - $3,500	As Agreed	As Incurred	Third Parties
Security Deposit	$500 - $1,000	As Agreed	As Incurred	Landlord
Information Technology Systems[5]	$2,000 - $4,000	As Agreed	As Incurred	Third Parties
Permits and Licenses [6]	$200 - $3,200	As Agreed	As Incurred	Government Agencies and Third Parties
Local Advertising [7]	$0 - $800	As Agreed	As Incurred	Third Parties
Professional Services[8]	$1,500 - $8,500	As Agreed	As Incurred	Third Parties
Signage	$500 - $1,250	As Agreed	As Incurred	Third Parties
Inventory and supplies [9]	$500	As Agreed	As Incurred	Third Parties
Education Expenses	$1,500 - $3,500	As Agreed	Before Opening	Third Parties
Insurance [10]	$1,000 - $5,000	As Agreed	As Incurred	Third Parties/Rated Carriers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Net Worth Maintenance Cost[11]	$0 - $150,000	As Agreed	As Incurred	See Note 12
Additional Funds - 4 months [12]	$10,000 - $20,000	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT [13]	$55,700 - $244,750 Branch Office: $21,700 – $208,250			

Explanatory Notes

1. Unless otherwise noted, all fees listed in this Item 7 are non-refundable. Payments you make to parties other than us or our affiliates may be refundable and/or financed at the option of the other party.

2. Leasehold improvements may include necessary construction work and other alterations to the proposed site to create a suitable commercial space for the Office. In the event you are required to make more substantial alterations to comport with industry standards or for other reasons, your costs would be higher and you should use the higher estimate listed above and consult an expert in construction/renovation. This estimate excludes any allowances for tenant improvements that you may receive from the landlord of the premises.

3. The costs for furniture, fixtures and equipment vary depending on the size, configuration and condition of the Office.

4. All estimates above are based on a Motto Mortgage Office which is licensed and operates a physical office in the same state. We estimate that your Office should occupy approximately 200 – 500 square feet of space and have access to a conference room. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and could be considerably higher in large metropolitan areas. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. The cost of rent should be priced according to fair market value.

   RESPA requires you to pay fair market value for rent for your Office, whether you operate your business as a standalone business or adjacent to an Existing Business. Some states permit home offices. The estimates above take all these considerations into account. The costs to establish a Motto Mortgage Office in other premises (not located adjacent to or subleased from an Existing Business) may be higher, especially when considering costs for real estate/rent, furniture, fixtures and equipment, security deposit, and computer and technology systems. Additional offices and licenses will require additional expenditure in the range of the amounts listed above for each additional office and/or license.

5. You must install and maintain at the Office a Computer and Technology System (defined in Item 11) that meets our specifications. We recommend that you have, at a minimum, 2 phone lines. The estimated range of costs for the Computer System hardware and the costs of setting up your computer system and phone lines including the cost of the initial investment for certain computer system software, updates, maintenance, antivirus protection and associated items depends on whether you purchase or lease. If you or someone you employ does not have the expertise, you will need to obtain a maintenance contract with a reputable organization for your Computer System and related equipment. (See Item 11.)

6. This estimate includes the business and professional licenses you must maintain for you (or your manager) to operate the Office. You must at all times have a valid mortgage broker license, or such other license that may be required under applicable law to perform the Services. Your license fees will depend on the state in which you are licensed and in which your Office is located. Some states may have fees that are higher than others or that increase substantially as compared with the previous year, and some states may require separate licenses for your business entity and for your approved Motto Mortgage trade name.

7. Your advertising must comply with our specifications and applicable law.

8. You may need to engage professionals in order to comply with various state licensing requirements, such as an accountant for annual financial audits, or a legal or compliance specialist to support your compliance program.

9. This category covers various supplies you will need prior to opening the Office, including items such as exterior signage, branded office décor, printed marketing materials, and other items to create a branded business environment.

10. You must obtain and maintain certain types and amounts of insurance (See Item 8). Insurance costs depend on such factors as policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, geographic location of the office, claim history, and other factors bearing on risk exposure. Therefore, your actual cost may be higher than this range, especially if you purchase more coverage than the minimum coverage required under the Franchise Agreement. Cyber insurance costs also vary depending on information technology controls that you implement, whether you encrypt data, and whether you implement multi-factor authentication.

    In addition, your state may require you to maintain a surety bond as a condition of your brokerage license. See Item 1. The cost of a surety bond will depend on a number of factors, including state requirements, the size of your business, and loan volume.

11. In certain states, in order to obtain and maintain licensure as a mortgage broker, you are required to meet and maintain a minimum net worth requirement. Some states have a positive net worth requirement that does not specify a minimum amount, while other states require a specific minimum net worth amount. The business entity through which you operate a mortgage brokerage business must maintain this minimum net worth requirement; your personal net worth will not satisfy state minimum net worth requirements. Many states require this minimum net worth to be met through tangible assets, such as cash. Some states require you to submit audited financials as proof of meeting net worth minimums. The net worth requirement must be met in order to obtain and maintain an active license. You are responsible for understanding and complying with the minimum net worth requirements in your state, as applicable.

12. This is an estimated range of costs you might incur prior to opening your Office and/or during the first 4 months of operation as a franchisee and is based on the assumption that you have an office with 200 – 500 square feet during the initial phase of the Office's operation. To compile these estimates we relied on our experience in business and the mortgage industry as well as the experience of our senior executives and employees who work with Motto Mortgage Offices. However, the range of total expenditures you incur may vary considerably from the amounts estimated above. For instance, if your Office is larger than 500 square feet, your initial outlay may be considerably higher than the upper range listed in the table, depending upon how much additional space you lease. Initial investment costs for particular categories may also vary significantly depending on a number of factors including such things as the geographic location of the Office and whether or not it is a conversion of an existing mortgage brokerage office. Your costs will depend on such factors as: your management experience and business acumen, experience in the mortgage or a related industry; local economic conditions; the local market for mortgage services; loan originator compensation rates; competition; and the production volume, if any, reached during the initial period. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

13. This item estimates your initial startup expenses (other than the items identified separately in the table). These expenses include payroll costs (but not any draw or salary for you); installations; utility costs;

materials; and any unforeseen incidental expenses related to facilities improvements. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. To compile these estimates, we relied on our experience in business and the mortgage industry as well as the experience of our senior executives and employees who work with Motto Mortgage Offices. However, the range of total expenditures you incur may vary considerably from the amounts estimated above. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Except as discussed in Items 5 and 10, we do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing will depend on many factors, such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. The monetary figures reflected in this category do not include any amounts you may need for personal or living expenses and do not include any costs which you might incur to acquire an existing business or its assets.

These initial investment costs will also apply to the opening of a Branch Office, should you desire to open one and should we grant you permission to do so. If you open a Branch Office during your initial startup phase you should consider the cost of opening the Branch Office in addition to the cost of opening your Office.

Note to Franchise Transferees

It is up to you and the transferring franchisee to negotiate and determine the purchase price for the Office and associated Branch Offices if any, which may include some or all of the items listed in the above chart. We will not necessarily review or comment on the sufficiency or appropriateness of the purchase price to be paid by you. To the extent that any of the items listed above are not included in the purchase price, you may need to incur these costs in addition to the purchase price. If you open any Branch Office subsequent to the transfer, then the items listed in the above chart will apply for each Branch Office.

Note to Renewal Franchisees

Upon renewal, as you already have an established office, you will not incur all of the above estimated amounts. However, we may require you to take certain actions to bring the Office (and/or Branch Offices, if any) up to date with our then current standards. You may also be required to take additional educational courses as a requirement of renewal. The costs of such actions will vary depending on the circumstances. If you open any Branch Office subsequent to renewal, then the items listed in the above chart will apply for each Branch Office.

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Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must maintain the highest standards of quality in order to provide the highest quality of service to your clients, in accordance with the standards of the Motto System, as specified in the Office Materials. You must use, in the operation of the Office, and in the offer and sale of the services and products we approve, only those techniques, procedures, and supplies that we specify or that comply with our System standards. You must offer all, and only such, services and products as we approve from time to time. We may change any of our requirements periodically and we will notify you of any changes to the standards.

Approved Supplies and Suppliers

We may furnish you from time to time lists of approved supplies and approved suppliers. We reserve the right to require that you only use approved products, services, supplies, equipment, signs, advertising materials, and other items (the "**approved supplies**") in the Office operations as described in the approved supplies and approved suppliers' lists, as we may amend from time to time. We also may develop and research new services or products as we determine necessary. We reserve the right to designate a primary or single source of supply for certain services, products and supplies, and we or our affiliates may be that single source. You must pay the then-current price in effect for any purchases from us or our affiliates. You may not contract with an alternative supplier for any products and/or services for which we have designated a supplier.

You may purchase from other suppliers if you follow our supplier approval procedures and obtain our prior written approval. We evaluate suppliers based on a number of criteria including length of time in business, financial resources, business credentials and their ability to provide services or products in accordance with minimum standards for delivery, performance, appearance and quality. Suppliers who wish to be included on our approved supplier list must submit an application package; however, as of the Issuance Date of this Franchise Disclosure Document we do not charge an application fee. We will not unreasonably withhold our approval of a supplier and will typically grant or deny approval within approximately 6 months of our receipt of a fully completed application packet. Approved supplier status can be revoked at any time if the approved supplier breaches its agreement with us. We may limit the number of approved suppliers offering similar products or services.

We may also require that other products, suppliers, equipment or services you use in connection with the operation of the Office meet our then-current specifications (as we may from time to time modify). Specifications are issued in the Office Materials.

Mortgage Wholesalers

As a mortgage broker you will utilize the products and services of third-party lenders that underwrite and fund the mortgage loans you originate. We provide you with a list of approved mortgage aggregators, mortgage purchasers, and mortgage lenders ("**Listed Mortgage Wholesalers**"). Listed Mortgage Wholesalers are those we have approved. Each Listed Mortgage Wholesaler is subject to approval based on review of certain factors such as ability to transact business with the franchise network, litigation and bankruptcy history, financial condition, and business reputation. You are not required to use Listed Mortgage Wholesalers and may choose to work with any Mortgage Wholesaler, however, we have not conducted due diligence on unlisted Mortgage Wholesalers and you do so at your own discretion and risk.

We may modify, add, and/or remove Mortgage Wholesalers from the Listed Mortgage Wholesalers at any time and in our reasonable business judgement. You may submit a request to us to approve a Mortgage Wholesaler to the Listed Mortgage Wholesalers. There is no additional cost to submit a Mortgage Wholesaler for approval. We typically review and grant or deny approval within 6 months of our receipt of a full completed application packet.

Loan Processing Requirements

Wemlo provides loan processing services to Motto Mortgage Offices and other mortgage brokerages. You are required to use wemlo for your Office's loan processing services and must sign an agreement with wemlo (the "**wemlo Processing Agreement**") attached here as Exhibit A-9. We reserve the right to allow you, in our reasonable business judgement, exceptions in certain circumstances to use alternative loan processors. The fee for wemlo processing services, as of the issuance date of this Disclosure Document is $825 per closed loan, provided the loan is associated with a Listed Mortgage Wholesaler (described below) and meets certain loan product requirements (such as a minimum credit score). If these requirements are not met the fee may be higher based on a variety of factors and we cannot predict what the fee may be, or processing may be unavailable. All fees, terms, and conditions are subject to change at any time, without notice.

You are required to use wemlo's proprietary loan origination platform, known as the Loan Brokering System℠ ("**LBS**") and to sign an agreement regarding use of the platform (the "**LBS Agreement")** which is attached here as Exhibit A-10**.** There is no additional fee associated with the Office's access or use of LBS. See Item 11.

Aside from the requirements as described above, as of the issuance date of this Disclosure Document, there are no goods, services, supplies, fixtures, equipment, inventory, or computer hardware and software relating to the Office's establishment or operation that you will be required to purchase, lease, or license from us or a designated supplier, although we reserve the right to require that certain goods, services, supplies, fixtures, equipment, inventory, and computer hardware and software relating to the Office's establishment or operation be purchased exclusively from us or to designate exclusive specific suppliers for such products and services in the future. If products and services meet the minimum standards and specifications set forth in the Brand Identity Manual, they need not be purchased or leased from approved suppliers. We do, however, maintain a list of approved suppliers from which these items may be procured. We do not assume any liability for the acts or omissions, or guaranty the performance, of any supplier, whether approved or not.

We and our affiliates have the right to receive payments or other consideration from suppliers as a result of their actual or prospective dealings with you and other franchise owners and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purpose. Payments or consideration may include a flat fee (which may be up to $5,000), access fee, rebate, percentage, or other consideration (including a percentage of net sales up to 5%) from approved suppliers, not including Mortgage Wholesalers or certain other providers (real estate settlement service providers), as a result of their sale of products, services or supplies to franchisees, and we have the right to modify these fees, rebates, percentages, or other consideration in the future.

Suppliers In Which Officers Own Interest

David L. Liniger (Chairman of the Board of RE/MAX Holdings) owns an interest in EDR Travel, Inc., an approved supplier of travel agency services to Motto franchisees. To the best of our knowledge, none of our other officers own a material interest in any other approved supplier (not counting minimal interests possibly owned through mutual funds).

Insurance

Prior to commencing the operations of the Office, you must obtain, and, at all times during the Term, maintain in force, at your sole expense, such insurance coverage that we from time to time require. As of the issuance date of this Disclosure Document, we require the following minimum coverage, as more specifically described in the Franchise Agreement and Office Materials: (a) comprehensive general liability insurance of not less than $2,000,000 per occurrence and annual aggregate; (b) mortgage brokers errors and omissions insurance of not less than $1,000,000 per occurrence and annual aggregate (such policy should not have a deductible or retention greater than $10,000); (c) automobile liability insurance covering owned, hired and non-owned vehicles with combines single limits of $1,000,000; (d) worker's compensation insurance in amounts prescribed by law, and employer's liability with a limit of $1,000,000 each accident/disease and in aggregate; (e) cyber/network security and privacy liability insurance of not less than $1,000,000 combines single limit (if, after using your best efforts, you are unable to obtain coverage of $1,000,000 due to the size of your Office, then in an amount that is appropriate for the size of your Office, but in no event should the combined single limit be less than $500,000); (f) any insurance coverage required by the Office lease or a lender; and (g) any additional insurance coverage that may be required by law. We recommend that you obtain and maintain media liability insurance and employment practices liability insurance, and that you consult with an insurance professional to determine the level of coverage that would be best for your Office.

All required insurance policies must (i) commence the day the Office begins business operations; (ii) name Motto Franchising, LLC and REMAX Holdings, Inc. (and other Related Parties that we may designate, as well as our and their respective officers, directors, and employees) as additional insureds; (iii) provide Motto Franchising, LLC and REMAX Holdings, Inc. primary and noncontributory insurance coverage; (iv) contain a waiver by the insurance carrier of all subrogation rights against the additional insureds; and (v) contain a provision that we receive 30 days' prior written notice of termination, expiration, cancellation, or modification of any such policy. You must obtain insurance policies from an insurance company with an A.M. Best's rating of at least an A- and an A.M. Best's financial size category of at least VIII. You must furnish to us or our designee a copy of the certificate of insurance at least 30 days prior to Office opening and thereafter annually (or at each renewal or extension) or at our or our designee's request. We may designate an insurance agency or broker that you must use, at your expense, to comply with your insurance obligations hereunder, which insurance agency or broker may be us or a Related Party. Your obligations with respect to insurance will not be limited in any way by reason of any insurance that we or our affiliates maintain, nor will the insurance requirements be deemed to limit in any manner the liabilities and obligations assumed by you under your Franchise Agreement, including, without limitation your indemnification obligations. If you fail to obtain or maintain any required insurance coverage, we may, in addition to any other rights and remedies we may have under the Franchise Agreement, obtain such insurance coverage on your behalf (although we are under no obligation to do so), and you must reimburse us, on demand, for any costs and premiums we incur.

You must ensure that each of your loan originators are either covered by your general liability insurance, errors and omissions liability insurance and automobile liability insurance, or the loan originator obtains the same insurance coverage on their own behalf. In addition, all third parties that you hire to provide any services related to the Office operations shall provide evidence of general liability, automobile liability, workers' compensation and employer's liability coverage, and other coverages as we may deem necessary. Each such coverage shall be in favor of you and Motto Franchising, LLC and shall include additional insured status, primary and non-contributory coverage, and a waiver of subrogation as provided above.

You must purchase an extended reporting period endorsement (also known as "tails coverage") on your errors and omissions insurance, covering a period of three years after the expiration or earlier termination of your Franchise Agreement, and provide us with evidence of same within 30 days of the expiration or termination. If you fail to obtain such coverage, we have the right (but not an obligation) to obtain it on your behalf, in which case you must promptly reimburse us for the cost thereof as well as related administrative expenses.

Technology Related Requirements

You will be required to use the LBS to facilitate your reporting to us, and to provide data regarding your Office's loan transactions on a monthly basis. You will be also be required to use an email system, and website services that we provide or designate. See Item 11. You must license required technology services from us, our affiliate(s), or such other provider(s) that we may designate. We may in the future develop further specifications or requirements for your computer hardware and software, such as obtaining or upgrading computer equipment.

Office Site and Development Specifications

There are specifications and standards required for your Office site, which are provided in further detail in the Office Materials. You are responsible for developing the office space at the Premises. You must have a lease in place, which may be a sublease between an Existing Business and the Office. The lease must reflect that the rent for the Office is at fair market value. If you have an Existing Business, the Office must (i) be segregated from the Existing Business, if any; and (ii) must be capable of being locked and secured. We may inspect the Office during its development at any time, without notice to you. Payment for the office lease and all other services and facilities provided to the Office by the Existing Business, as well as other aspects of your business operations, must conform with all applicable laws, including RESPA.

Percentage of Products of Services to be Purchased in Accordance with Specifications

Collectively, the cost of products or services required to be purchased or leased either from designated or approved sources of supply or in accordance with our specifications represents approximately 20%-30% of your total purchases and leases in establishment and operation of the Office.

Revenue from Franchisee Purchases

During the 2025 fiscal year, our affiliate wemlo received $993,158 from the sale or lease of required products and services to franchisees, based on wemlo's 2025 unaudited financial statements. During the 2025 fiscal year, none of Motto Franchising, LLC's revenue came from the sale or lease of required products or services to franchisees.

Cooperative/Negotiated Prices/Material Benefits

There are no purchasing or distribution cooperatives. Except as noted above, as of the Issuance Date of this Franchise Disclosure Document, we do not negotiate purchase arrangements with suppliers for the benefit of franchisees nor provide material benefits to you based on your use of approved suppliers or designated sources.

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Item 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Subsections 2.A., 2.B., and 2.G. of Franchise Agreement	Items 7, 11, and 12
b. Pre-opening purchases/leases	Subsections 6.A. – 6.C.; 6.E. and 6.F. of Franchise Agreement	Items 7 and 8
c. Site development and other pre-opening requirements	Subsections 6.A. – 6.C.; 6.E. and 6.F. of Franchise Agreement	Items 7, 11, and 12
d. Initial and ongoing training	Section 7.C. of Franchise Agreement	Items 6, and 11
e. Opening	Subsection 6.A. of Franchise Agreement	Item 11
f. Fees	Section 5 of Franchise Agreement and the Data Sheet Section 2 of Branch Office Addendum	Items 5, 6, 7 and 11
g. Compliance with standards and policies/operating manual	Sections 6 and 7 of Franchise Agreement Section 1 of Branch Office Addendum	Items 8 and 11
h. Trademarks and proprietary information	Section 4 of Franchise Agreement	Items 11, 13 and 14
i. Restrictions on products/services offered	Subsections 2.A., 2.E., 2.F., 6.C. and 6.D. of Franchise Agreement	Items 8, 11, and 16
j. Warranty and customer service requirements	Subsections 6.C. and 6.D. of Franchise Agreement	Not Applicable
k. Territorial development and sales quotas	Subsections 2.F., 2.G., and 2.H. of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Subsections 6.B. – 6.F., of Franchise Agreement	Item 8

Obligation	Section in Franchise Agreement	Disclosure Document Item
m. Maintenance, appearance, and remodeling requirements	Section 6.B. of Franchise Agreement	Items 7 and 11
n. Insurance	Subsections 11.C. of Franchise Agreement	Items 7 and 8
o. Advertising	Subsection 5.D. and Section 8 of Franchise Agreement Section 1.E. of Branch Office Addendum	Items 6 and 11
p. Indemnification	Subsections 4.F., 4.J., 8.C. and 11.G. of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Subsections 7.A. and 7.B. of Franchise Agreement	Items 1, 11 and 15
r. Records and reports	Section 9 of Franchise Agreement	Items 11 and 17
s. Inspections and audits	Section 10 of Franchise Agreement	Item 6 and 11
t. Transfer	Section 12 of Franchise Agreement Section 3 of Branch Office Addendum	Item 17
u. Renewal	Subsection 3.B. of Franchise Agreement Section 3 of Branch Office Addendum	Item 17
v. Post-termination obligations	Section 14 of Franchise Agreement	Item 17
w. Non-competition covenants	Subsection 11.B. of Franchise Agreement	Item 17
x. Dispute resolution	Subsections 15.E. – 16.K. of Franchise Agreement	Item 17
y. Owners/shareholders guarantee	Subsection 7.A. of Franchise Agreement Guaranty and Assumption of Obligations attached to Franchise Agreement	Item 15

Item 10

FINANCING

We offer financing to franchisees for the following fees:

Renewal Fee. If you wish to finance the renewal fee for a Motto Mortgage Office, your renewal fee will be 50% of the then current initial franchise fee, plus an additional $1,000 (as opposed to 50% of the then current initial franchise fee, if you pay it in one lump sum). If you wish to finance the renewal fee for the renewal of your Franchise Agreement, you must pay at least 50% of the renewal fee as a cash down payment when the renewal franchise agreement is signed, and sign a "**Promissory Note**" for the remaining balance of the renewal fee. A copy of the Promissory Note for the financing of the renewal fee is attached to this Disclosure Document as Exhibit B. Your payments on the Promissory Note will begin 90 – 120 days after the renewal franchise agreement is signed by us. In any case in which you finance the renewal fee, the balance of the renewal franchise fee will be due in 12 equal monthly installments. The monthly installments will be automatically charged to a bank account that you provide to us. If we allow you to pay by credit card, you may be charged a credit card processing fee or surcharge.

If a payment due under a Promissory Note is late, we may accept the late payment with a 10% late charge or, upon 10 days' written notice, accelerate payment of the outstanding principal and interest. All payments will be applied first to outstanding late charges and then to principal. (Promissory Note Paragraphs 3, 4, and 5)

If the default exists after our 10 days' written notice has expired, we may accelerate payment and subsequently refer any promissory note to an attorney for collection; all outstanding amounts will bear interest at the default rate of 20% per year (or if this rate exceeds the highest rate permitted under applicable law, then at the highest rate legally permitted) and you will have to pay our reasonable attorneys' fees and costs we incur as a result of the default. As an additional remedy if you default, we may terminate your Franchise Agreement (although this will not release you from having to pay all unpaid amounts). (Promissory Note Paragraphs 4, 6, and 14)

If you transfer any of your interest in the Franchise Agreement, the unpaid principal and interest (if applicable) balance will be immediately due and payable. (Promissory Note Paragraph 8)

If the Franchise Agreement is terminated, then your Promissory Note shall immediately become due and payable. (Promissory Note Paragraph 9)

You may not assign any promissory note without our prior written consent. (Promissory Note Paragraph 13)

You and any endorsers waive and excuse presentment for acceptance and payment, notice of dishonor and protest of dishonor and agree to any extension of time of payment. You may prepay the principal balance at any time without penalty. (Promissory Note Paragraphs 7 and 12)

Whether any promissory note will have to be secured by collateral other than the franchise itself, and whether a separate guaranty will be required, will depend primarily on your financial condition and the available collateral.

Other than described above, we do not charge any finance fees or interest to apply for or secure the financing described in this Item 10. Except as described above, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation. We do not receive direct or indirect payments for placing financing. Except as provided above, the Promissory Note does not contain a waiver of defenses or similar provision. We do not have any practice or intent to sell, assign or discount to a third party all or part of any Promissory Note.

We may require that the Promissory Note be guaranteed by your owners if you are a corporation or other business entity.

Item 11

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

Except as listed below, Motto Franchising, LLC is not required to provide you with any assistance.

Before you open the Office, we will:

1. At your request, assist you with your selection of the Office's location, which must be approved by us. Our criteria for approval include demographic characteristics; competition from, proximity to, and nature of other businesses; and other commercial characteristics, and the proposed location's size, appearance, and other physical characteristics. The Office must be segregated from any Existing Business at the Premises and be capable of being locked and secured. You may not begin operating the Office until a location has been selected and approved. You will be required to identify an acceptable location for your Office and obtain our written approval of the location within 45 days after you sign the Franchise Agreement. Once you submit a location to us for approval, we will approve or deny your request within five days. If a location is not approved for the Office within 90 days after you sign the Franchise Agreement, unless otherwise agreed, it will be deemed to be a failure of a material condition precedent to the Franchise Agreement, and will entitle us to terminate the Franchise Agreement. Failure to open the Office within 180 days after the Franchise Agreement is signed will also be deemed to be a failure of a material condition precedent to the Franchise Agreement entitling us to terminate the Franchise Agreement. We do not own the premises upon which the Office is located and therefore do not lease it to you. (Franchise Agreement – Subsections 2.A., 2.B. and 6.A.)

2. Provide you with specifications for the Office's appearance. (Franchise Agreement – Subsection 6.B.)

3. Identify the items necessary for the Office to begin operations, the minimum standards and specifications that must be satisfied, and suppliers from whom these items may be obtained. We do not provide these items directly and we do not deliver or install any items. (Franchise Agreement – Subsections 6.C. – 6.F.)

4. Make available to you a copy of (or electronic access to) the Office Materials that includes the specifications and procedures incidental to the operation of the Office, which may be modified periodically by us. (Franchise Agreement - Subsection 6.C.) The table of contents of the various manuals comprising the Office Materials is attached as Exhibit F; as of the issuance date of this Disclosure Document, these manuals contained a total of 564 pages. The Office Materials identify those elements that are required System standards and those that are recommended to you and provided solely as a resource.

5. Provide you with access to our Confidential Information. (Franchise Agreement – Subsection 11.A.).

6. Grant you a limited, non-exclusive license to use the Marks. (Franchise Agreement – Section 4)

7. Provide training for you or your principal owner and/or Manager. (Franchise Agreement – Subsection 7.C.). This training is described in more detail later in this Item 11.

If you choose to obtain consulting services from one of our approved suppliers, we will provide you with up to $1,450 in credit towards licensing consultant services. We are not required to provide this assistance to you in the Franchise Agreement and the Franchise Agreement does not require you to utilize the services of a licensing consultant. This benefit may be discontinued at any time.

<u>Time to Open</u>

The typical length of time between the signing of the Franchise Agreement and the opening of a Motto office ranges from approximately three to six months, although a longer time period may be necessary if you have not obtained necessary mortgage licenses or secured a principal broker for your Office. Factors affecting the length of time usually include the time it takes to find an acceptable location for your Office, obtain the necessary mortgage licenses (factoring in the response time of state agencies), and certification of insurance coverage; hire licensed and NMLS registered loan originators; completion of required education; implementation of required technology systems; and comply with local laws and regulations. You must fulfill certain requirements under the Franchise Agreement prior to opening the Office. You will be required to open your Office in compliance with our requirements within 180 days after the Franchise Agreement is signed. (Franchise Agreement – Subsection 6.A.)

We will not provide you any assistance with conforming the premises to local ordinances and building codes, or obtaining any required permits, and/or constructing, remodeling, or decorating the premises, and/or hiring and training employees. Nor are we obligated by the Franchise Agreement, or any other agreement, to provide any other assistance or services before the opening of the Office.

During your operation of the Office, Motto Franchising, LLC will:

1. At your request and expense and in our reasonable business judgement, provide in-person or remote consultation and guidance relating to the Motto System. In addition, various educational courses and other assistance will periodically be made available in such areas as sales, fiscal management, office opening, recruiting and retention of Loan Originators, and financial planning. (Franchise Agreement – Subsection 7.C.(2)).

2. Supplement and update the Office Materials and System for Motto Mortgage Offices. We may modify the System standards from time to time and these modifications may require you to invest additional capital in the Office and/or incur higher operating costs. (Franchise Agreement – Subsections 6.C., 6.E. and 6.F.).

3. Offer access to education, conventions, and/or seminars designed to enhance the image of the Motto System, introduce new products and services, provide educational resources and guidance to franchisees and provide a forum for the exchange of ideas and information on the operation of Motto offices. You also will be entitled to receive any publications that we produce and distribute. (Franchise Agreement – Subsections 7.C.(2) and 7.C.(3)).

4. Collect, control, and administer monies paid to the Motto Marketing Fund. (Franchise Agreement - Subsection 8.B.). The Marketing Fund is described in more detail below.

We do not assist you in establishing prices and do not set minimum or maximum prices at which you must offer services.

We are not obligated by the Franchise Agreement or any other agreement to provide any other assistance or services in connection with the ongoing operation of the Office. We have the right to suspend some or all of the assistance, benefits and/or services afforded to you as a franchisee if you are in default under the Franchise Agreement. (Franchise Agreement – Subsection 13.A.).

Marketing

We have established a marketing, advertising, and promotion fund for Motto Offices (the "**Marketing Fund**"), which we manage and administer. We will allocate $350 per month per Office from the Fixed Fee Component of the Royalty to the Marketing Fund, and if you have a Branch Office, $350 of the Branch Royalty will be allocated to the Marketing Fund. We may increase the Marketing Fund contributions by up to 10% each year, beginning 12 months from the date you open your Office. We deposit $350 from the Fixed Fee Component of the Royalty and $350 from the Branch Royalty into the Marketing Fund.

We may at any time defer or reduce a franchise owner's Marketing Fund contributions and, upon notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. (Franchise Agreement - Section 8.B.) As a result, not all franchisees contribute to the Fund on the same basis as other franchisees.

We develop the strategy and implementation for brand campaigns with oversight and input from our senior management and staff. The source of our marketing materials is our in-house marketing department and we may also engage regional and national advertising agencies.

We and/or advertising agencies that we designate, if any, will direct all programs that the Marketing Fund finances (including related legal work), with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Marketing Fund may be used to pay for preparing and producing video, audio, and written materials and electronic media; costs associated with inbound marketing channels and providers (for example, Google, Facebook and Yelp); developing, implementing, and maintaining an electronic commerce website and/or related strategies; technology related services (which may include, without limitation, costs related to the development, operation, and maintenance of office and loan originator websites, software licenses, lead and customer relationship management solutions, marketing tools and applications, and a design center); administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. We reserve the right to make certain assets owned by us, including our websites, domain names and trademarks, available to our affiliates for purposes related to their advertising and marketing efforts, including, for example, advertising on websites we own.

The Marketing Fund may advertise locally, regionally, and/or nationally in printed or digital materials, on radio or television, and/or on the Internet. The Fund periodically may give you samples of advertising, marketing, and promotional formats and materials at no cost. We or the Fund will sell you multiple copies of these materials at their direct cost of producing them, plus any related shipping, handling, and storage charges.

We account for the Marketing Fund separately from our other funds and we do not use the Fund for its or our general operating expenses. However, we may use the Marketing Fund to pay the salaries and benefits of personnel who manage and administer the Fund, legal costs and expenses related to the Fund's activities, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, exposition and show costs, overhead relating to Fund business, and other expenses that we incur in activities related to administering or directing the Marketing Fund and its programs, including conducting market research; public relations; preparing advertising, promotion, and marketing materials; and collecting and accounting for Marketing Fund contributions.

The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligation to franchisees with respect to it. The Marketing Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying interest) to cover deficits, or invest any surplus for future use. Excess funds that have not been spent by the end of any given fiscal year will be carried over to the next year until these excess funds are spent for the marketing, advertising, promotional, and technology purposes (but excluding administrative costs) described above. All Marketing Fund contributions become the non-refundable property of the Fund. All monies collected and disbursed by the Marketing Fund, including any interest, dividends, capital gains or other income earned on these monies, will be accounted for separately from Motto Franchising, LLC's other funds. A portion of your annual contributions will be used to pay administrative expenses reasonably related to the direction and implementation of the Marketing Fund's purposes as described above. As part of administrative expenses, the Fund pays Motto Franchising, LLC amounts equivalent to salaries, travel, rent, and other expenses we incur in administering the Fund.

The Fund is operated under MMF, our subsidiary which is audited annually, but the Fund is not audited separately. The financial statements are not distributed to franchisees; however, upon written request, we may make certain financial information available for your review. We currently operate the Marketing Fund through a separate entity but may operate the Fund directly or through a successor entity in the future. Any successor entity will have all of the rights and duties described in this Disclosure Document.

The Marketing Fund is intended to be used to maximize general public and industry recognition of the Marks, the System, and services offered by Motto Mortgage Offices, and patronage of Motto Mortgage Offices. Although we may use the Marketing Fund to develop marketing and advertising materials and programs, and to place advertising and marketing that will benefit all Motto Mortgage Offices, we are not obligated to ensure that Marketing Fund expenditures are proportionate or equivalent to the contributions to it by Motto Mortgage Offices or that any Motto Mortgage Office will benefit directly or in proportion to its contribution to the Marketing Fund from the development of marketing and advertising materials or the placement of advertising. We may use collections agents and institute legal proceedings to collect Marketing Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund. We do not have any fiduciary obligations to you or any other Motto Mortgage Office in connection with the establishment of the Marketing Fund or the collection, control or administration of monies paid into the Marketing Fund, and we expressly disavow the existence of any such fiduciary relationship.

During the fiscal year ending December 31, 2025, 86% of the Marketing Fund's expenditures was spent on technology related marketing services, and 14% was spent on administrative expenses. The Marketing Fund does not spend money on advertising that is principally a solicitation of new franchisee.

Marketing Tools. We also provide you access to various optional advertising and marketing tools and platforms, including AI tools, to help you create promotional materials such as social media posts, branded brochures and flyers, automated digital marketing assets and packages for property listings. The tools allow you to create certain complimentary digital and print marketing materials.

Local Marketing Groups. We do not require franchisees to participate in advertising or marketing cooperatives and/or local marketing groups.

Advertising Council

We have an advertising council, the Motto Mortgage Network Advisory Council ("**MNAC**") which is composed of franchisees which advises us on advertising policies and other advertising matters, among other things. MNAC members are selected annually by us in our reasonable business judgement and serve in an advisory capacity only, with no decision-making power. We have the power to form, change, or dissolve the MNAC at any time.

Computer System and Technology

You will be required to purchase, implement, and maintain a computer system, including, without limitation, computer hardware, communication systems, data management systems, and loan brokering and/or processing software, and other systems and technology we from time to time designate ("**Technology System**"). The computer hardware can be obtained from any source but must comply with our requirements for operating systems, and must be Microsoft Windows or macOS compatible, must be able to run the most current version of Microsoft Edge, Safari, Firefox, or Google Chrome, and must meet our other specifications. We estimate that the cost to acquire one laptop that meets our specifications to be between $800 and $3,500.

We may from time to time modify specifications for any components of the Technology System. You will be required to upgrade or update, at your own cost, such hardware and software throughout the term of the Franchise Agreement as we may specify, as well as to pay for the cost of implementing additional or different systems, programs and procedures, including the cost of purchasing or leasing additional or different computer hardware and software, as we may require. There are no contractual limitations on the frequency and cost of these obligations. We will not provide maintenance for your computer hardware and except as provided below in this Item 11, we will not provide maintenance, updates, upgrades or other support on your computer software or any other component of the Technology System. If you or someone you employ does not have the expertise, you will have to obtain a maintenance contract with a reputable organization for your Technology System. It is difficult to estimate the annual cost of maintaining or upgrading your Technology System because it will depend on many variables such as the age and total number of computers you choose to have in your Office, your usage and security practices, the cost of third-party maintenance services in your area, as well as technological advances that we cannot predict at this time. We estimate that if you need 1 to 5 hours of third-party maintenance services per month, it may cost you between $50 to $500 per month (or $600 to $6,000 per year) for one computer. The approximate cost to upgrade Microsoft Windows software, or comparable operating software system, may range from $125 to $250 per year per one license, and it will depend in part on the version of the operating system you choose, the number of software licenses you require, as well as on technological advances which we cannot predict at this time.

Email and Internet. We will provide your Office with mottomortgage.com email addresses at no additional cost, which you and your Office are required to use to conduct the Authorized Services. You are required to have high-speed Internet. Internet service provider subscription fees typically range from $60 to $300 per month (varies, depending on certain factors such as the number of users).

Website. You will be required to use the specific website and/or website services we designate, which includes website design, development, hosting and/or support as well as other associated services, such as content editing tools ("**Website Services**"). You will be required to sign an agreement with us in connection with these services, the Motto Web Hosting User Agreement, attached to this Disclosure Document as Exhibit A-6.

Extranet. We will provide you and your Loan Originators access to our extranet, known as "**MottoCenter**", a password protected website which serves as an electronic hub for the exchange of important Motto system information and from which you may access various optional online tools and resources we make available to you. The software systems that comprise or can be accessed through the extranet are the proprietary property of Motto Franchising, LLC or its vendors. The extranet acts as a portal for office management, document repository, and a marketplace where you can purchase products and services from approved suppliers, and provides access to LBS, MottoRep, MottoSpark, our optional marketing tools, our educational programming (through MottoLearn), and other proprietary tools and resources we make available to you. We are not obligated to maintain the extranet—or the services offered through it—indefinitely and may discontinue it at any time without liability to you. You will also be required to participate in any other intranet or extranet we may develop. (Franchise Agreement – Subsection 6.F.(3)). You must sign the Motto Portal User Agreement attached here as Exhibit A-5 in order to access and use our extranet.

MottoRep. You are required to use our reputation and listings management service ("**MottoRep**") to manage your online business listings. You may also use MottoRep to manage online reviews and social media engagement.

MottoSpark. You are required to use our marketing operating system, known as "MottoSpark" which includes a customer relationship management ("**CRM**") software tool for Loan Originators which assists with CRM and marketing and a design center in one platform. Lead capture, co-marketing and contact management tools are included. You can purchase additional marketing products and services through MottoSpark. Orders made and fulfilled via MottoSpark are provided by third parties which will charge you for their products and services. This tool is provided at no additional cost for up to seven users; we may charge a fee for any additional user. You will be required to sign the MottoSpark Agreement to use these services, attached to this Disclosure Document as Exhibit A-7.

Loan Processing Software. In order to report your Transactions and to further enhance the operation of your Office, you will be required to use the Loan Brokering System ("**LBS**"), the proprietary loan processing software platform developed by our affiliate wemlo. You will be required to sign the LBS Agreement with wemlo for the license and use of the LBS, the current form of which is attached as Exhibit A-10. Although we do not currently charge a fee for LBS, you will be required to pay us or wemlo for any additional LBS services or enhancements which may become available. If your franchise agreement is terminated you will lose access to LBS.

Additional Tools and Resources

Throughout the term of the Franchise Agreement, we may make available to you other valuable systems, programs, and platforms that are options (collectively, "**Optional Resources**"). We are not obligated to maintain any of the optional resources – or the services offered through them—indefinitely and may discontinue them at any time and without notice or liability to you. We reserve the right to require you to use certain Optional Resources in the future. We currently offer the following Optional Resources:

MottoSwag is a web-based store (accessible through MottoCenter) featuring branded products. You will pay then-current prices for any purchases of products or services you make through MottoSwag.

Although certain costs for tools and resources available to you are currently at no additional cost or paid via the Royalty Fee, we, our affiliates, or designated or approved suppliers reserve the right to charge you a monthly or other fee for any optional proprietary software or technology that we or they license to you and for other maintenance and support services that we or they may require you to receive during the term of your Franchise Agreement.

Antivirus Protection and Data Breach Notification.

You will also be solely responsible for securing your Technology System (including all data, including client information, residing in the Technology System) and protecting it from viruses, malware, spyware, malicious code, communication disruptions, Internet access and content failures, and social engineering attacks by hackers and other unauthorized parties. You must establish best practices for password management as you will be responsible for any resulting losses and damages. You must also maintain reasonable physical, technical and administrative safeguards for Technology System data (including client information) in your possession or control in order to protect the same from unauthorized processing, destruction, modification, or use, which obligations will include installing and continually updating Microsoft Windows (patches, service packs, and upgrades), macOS (patches and upgrades), web browser and application updates, anti-virus systems, and firewalls. We estimate the cost for these protection services or systems may range from $50 to $200 per computer per year, depending on the services provided. You will be required to notify us immediately of any data or security incident or breach related to your Office, including any unauthorized access to your Technology System data (including client data), and specify the extent to which personal information may have been compromised. You will also be required to retain a qualified and independent data security expert to assess the nature and scope of the breach and fully cooperate with us with respect to any media statements and other items related to managing any such incident, including fact finding or mitigation/defense actions we deem advisable as well as any steps taken to resolve the matter. You must comply with all federal and state laws that regulate privacy and data security (including but not limited to laws regulating the processing, protection, and security of client information in any way including but not limited to laws pertaining to the use, storage, transmission, and disposal of data regardless of media type); the CAN-SPAM Act; the Telephone Consumer Protection Act; the Telemarketing Sales Rule, as well as other federal and state anti-solicitation laws regulating phone calls, spamming, faxing, and/or privacy and our data privacy and security policies. You must do and execute each act, document and thing we deem necessary in our business judgment to keep us in compliance with these laws, and you must refrain from any action or inaction that could cause us to breach any such laws. (Franchise Agreement – Subsection 11.D.(1)).

Training and Education

You, or if you are a business entity, your principal owner and, if applicable, your Manager (if your principal owner will not be managing the day-to-day operations of the Office) must attend our initial education program (the "**Initial Education Program**") which consists of approximately 3 days of in-person sessions at our headquarters in Denver, Colorado, and up to three 90-minute mandatory coaching calls over a period of 3 months following your attendance of the in-person sessions. In the event of inclement weather or a national emergency, we may, at our discretion, offer the in-person portion of the Initial Education Program virtually.

You or your principal owner (and if applicable, your Manager) are not required to achieve a stated level of performance in the Initial Education Program; however, they are required to complete the program in its entirety. The program will typically be held monthly or every other month or as often as a minimum class size is achieved. You or your principal owner (and if applicable, your Manager) will be required to complete the next scheduled Initial Education Program occurring prior to the opening of the Office or within 30 days of signing the Franchise Agreement, whichever is sooner. You will be permitted to send one or more people from your Office (in addition to you or your principal owner and Manager) at no additional charge to the Initial Education Program; provided they are appropriately reflected in our extranet as affiliated with your Office. You will be responsible for all travel, meal, lodging, and entertainment expenses the attendees incur. As of the Issuance Date of this Franchise Disclosure Document, Motto Franchising, LLC's Initial Education Program consisted of the following:

INITIAL EDUCATION PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Introduction/Value Proposition, Network Statistics, Mortgage Knowledge, Opening Activities, Licensing, Approved Supplier Program, Awards & Recognition, Profitability	5	0	Denver, Colorado
Compliance Management Systems, Compliance/ Regulatory Training, Processing & wemlo, Educational Opportunities, Data Privacy and Security, Motto Technology Tour, Branding and Marketing, Introduction to Wholesalers	8	0	Denver, Colorado
Loan Products, Channel Comparison & Office Structure, Loan Originator Compensation and Compliance, Recruiting/Retention, Loan Originator Onboarding	4.5	0	Denver, Colorado
Pipeline Management and workflow overview	1.25	0	Online, self-paced courses
Lead Generation	0.25	0	Online, self-paced courses
Mortgage Knowledge	0.5	0	Online, self-paced courses
Personality and Mission, Vision, Values and Belief	1.5	0	Online, self-paced courses
LBS for Broker Owners & Managers	1	0	Online, self-paced courses
Total	**22**	**0**	

The instructional materials utilized will include course workbook and other materials included as part of the Office Materials.

All classroom education for the Initial Education Program will be facilitated by Adam Sartin, as well as a series of guest presenters. Adam Sartin is our Vice President of Franchise Growth and Development, and since 2023 has had various roles with Motto Franchising, LLC. Mr. Sartin has 13 years' experience in the franchise and real estate industries.

Guest speakers may make appearances at the Initial Education Program to provide information about various services and programs that we offer. Guest speakers primarily include internal Motto Franchising, LLC employees or selected industry experts.

We may require you to complete, at your expense (including the cost of the course and all travel and related expenses) one or more of our education programs as a condition of renewal. As of the Issuance Date of this Franchise Disclosure Document, the cost of such programs ranges from $0 to $2,000 per person. (Franchise Agreement, Subsection 3.B.).

MottoLearn is our platform for educational and motivational programming that we offer to Motto franchisees and is available through MottoCenter. We do not currently offer premium programming or accredited courses but may offer these in the future for an additional charge. MottoLearn programming is available to you and your Loan Originators at no additional charge. MottoLearn content is provided "as is," without warranties of any kind, whether express or implied.

Finally, we host an annual convention and may periodically conduct additional educational conferences and programs designed to enhance the Motto network, provide educational resources to assist franchisees in recruiting potential Loan Originators and provide an international forum for exchanging ideas on managing and operating Motto offices. We also offer other educational and certification classes for obtaining professional education credits. You will be responsible for all costs and expenses (including travel, meals, lodging and entertainment) associated with attending the conventions and other conferences and courses. (Franchise Agreement Subsection 7.C.).

Any education programming or resources provided by us to any of your Loan Originators is optional and will be limited to education regarding the delivery of Authorized Services to clients in a manner that reflects the standards of the Motto System. You are, and will remain, solely responsible for your employees and Loan Originators and you are the sole employer of your employees at all times, including during all training and education programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees and Loan Originators receive adequate training.

Item 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Franchisees are granted the right to operate the Office at a specific address-only location that first must be approved by us.

You may not relocate the Office without our prior written consent. We will approve a relocation if (i) the new premises meet our then-current site selection criteria, (ii) you are not in default under your Franchise Agreement or any other agreement with us or our affiliates, and (iii) you are current in your financial obligations to us, our affiliates and third parties. You must continue to operate your Franchise at all times during the relocation.

The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

Neither you nor any other Motto office is limited to providing authorized services with respect to real property located in, or representing clients located in, any defined geographic area. However, you will be expected to meet high standards of service and professionalism reflective of the goodwill enjoyed by the Motto brand. These expectations can only be met by limiting the provision of authorized services to market areas where you can serve clients directly and personally and where you have the greatest knowledge of local conditions, infrastructures, and the housing market. Accordingly, if you are asked to provide services in areas in which you are unable to meet such requirements or elect not to provide service, you will be required to refer the request to the Motto office for that area. Other than as provided above, there are no restrictions on your soliciting or accepting business from consumers. You may use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing, to make sales of the authorized services in any location in which you have a mortgage license to provide the authorized services and in which you have local marketing knowledge and the ability to personally and directly serve customers.

Motto Franchising, LLC and its affiliates reserve all rights not specifically granted to you in the Franchise Agreement, including, without limitation, the right, now or in the future, and anywhere, to: (i) engage in any business activities whatsoever, without limitation as to location, medium or trade channels; (ii) use the Motto Marks and other proprietary rights in their other business activities without limitation; and (iii) offer and sell any products and/or services under the Motto Marks, or under other trademarks, service marks or trade dress, or through any other trade channels. Without limiting the foregoing, we and our affiliates reserve all rights to (a) establish other franchised or company-owned outlets using the Motto Marks (or acquire existing Motto or non-Motto mortgage businesses and convert them to Motto offices) at any location whatsoever, including a location in close proximity to your Office and that may compete with your Office; (b) acquire, develop, locate and operate, and to grant others the right to develop, locate and operate, mortgage brokerage offices under another trademark or service mark, or any other business under the Marks or under any other trademark or service mark, or to engage in any other business activity, anywhere even if such mortgage brokerage office or another business has an adverse impact on your Office; and (c) use alternative distribution channels, including the Internet, at any location (including in your market area), under the Motto Marks or other trademarks. We are not required to pay you any compensation for soliciting or accepting business in your market area.

As described in Item 1, if the Transaction with Purchaser closes, following the closing (which is anticipated to occur later in 2026), we would have an affiliate that would operate a company-owned digital brokerage offering real estate brokerage services, as well as ancillary services such as mortgage origination, title and escrow services, and financial technology and lending products, in the U.S. under the Real trademarks. Such digital brokerage businesses would have the right to solicit and accept clients and mortgage applications anywhere (subject to mortgage license limitations), including in the market area in which you operate. The principal business address of the Real brokerage business would be at 701 Brickell Ave., 17th floor, Miami, Florida.

<u>Additional State Licenses</u>.

Subject to our consent and state law, in addition to the state in which you physically operate, you may obtain up to two (2) additional state mortgage licenses under the franchise agreement. There are no territorial protections associated with the grant of additional licenses. As of the issuance date of this Disclosure Document, certain states such as Arizona, Hawaii, Missouri and Nevada may require a physical office and therefore if you seek additional licensure in these states you may be required to sign a Branch Office Addendum. For each additional state in which you plan to obtain a license you must first obtain our written consent. We grant approval for additional state licenses in our sole reasonable business judgement and consider factors such as whether you are in good standing under the franchise agreement. There are no restrictions on your right to solicit or accept loan applications from consumers in the states in which you hold a mortgage license.

Branch Offices

We may grant you the right to establish one or more ancillary physical locations in addition to your Office ("**Branch Offices**"), provided that you shall not then, or at any time thereafter prior to the opening of such Branch Office, be in default of any of your obligations arising under the Franchise Agreement, and subject to your fulfilment of other certain additional conditions. You will be required to sign the Branch Office Addendum for each Branch Office you establish (attached as Exhibit A-8). You will not receive an exclusive territory for a Branch Office.

Although we have the right to do so (as described above), neither us nor our affiliate operates, franchises, or has present plans to operate or franchise a business under a different trademark that offers or will offer goods or services similar to those you will offer in your Office as of the date this Disclosure Document was issued.

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Item 13

TRADEMARKS

Motto Franchising, LLC owns certain trademarks, service marks and other commercial symbols and may in the future own additional trademarks, service marks and other commercial symbols (the "**Marks**"). Motto Franchising, LLC grants you a limited license to use the Marks in operating the Office. There are no agreements currently in effect that significantly limit Motto Franchising, LLC's right to use or license the Principal Marks in a manner material to you. The principal service marks under which you will operate your Office (the "**Principal Marks**") are as follows:

MARK	REGISTRATION /APPLICATION NUMBER	DATE FILED	DATE ISSUED
MOTTO	Reg. No. 5,199,317	September 30, 2016	May 9, 2017
MOTTO	Reg. No. 5,199,983	October 12, 2016	May 9, 2017
	Reg. No. 5,199,984	October 12, 2016	May 9, 2017
MOTTO	Reg. No. 8206471	September 25, 2023	April 7, 2026
MOTTO MORTGAGE	Reg. No. 5,896,770	April 25, 2019	October 29, 2019
MOTTO MORTGAGE	Reg. No. 5,896,782	April 25, 2019	October 29, 2019

These Principal Marks, which cover mortgage brokerage services, either are registered on the Principal Register of the United States Patent and Trademark Office (**"USPTO"**) or are the subject of pending applications filed with the USPTO. No renewal filings are yet due in connection with these registrations. All affidavits required as of the issuance date of this Disclosure Document have been filed. There are no agreements that limit our right to use or license the Marks. If our right to use the Principal Marks is challenged, we may require you to change to substitute trademarks, which may increase your expenses.

You will be required to follow our rules when you use the Marks. You will not be permitted to use any Mark as part of your corporate or legal business name or with any modifying words, designs or symbols.

You will not be permitted to use any Mark in connection with the performance of any unauthorized services or the sale of any unauthorized products or in any other manner we have not expressly authorized in writing.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the Principal Marks. There are no pending infringement, opposition, or cancellation proceedings that could materially affect the use of the Principal Marks.

You will be required to notify us immediately of any third-party infringement or challenge to your use of any of the Marks, or of any claim by any person of any rights in any of the Marks or a similar mark, and you may not communicate with any person other than Motto Franchising, LLC and its attorneys regarding any such infringement, challenge, or claim. We have the right to take the action we deem appropriate and to control exclusively any litigation, or other proceeding arising from any infringement, challenge, or claim relating to any of the Marks. You will be required to sign any documents, provide such assistance, and take any other reasonable, lawful action that Motto Franchising, LLC's attorneys say is necessary or advisable to protect and maintain Motto Franchising, LLC's interests in any litigation or proceeding related to the Marks or otherwise to protect and maintain Motto Franchising, LLC's interests in the Marks.

If it becomes advisable at any time in our sole reasonable business judgement for you to modify or discontinue the use of any of the Marks and/or to use one or more additional or substitute trademarks or service marks, you will be required, at your expense, to comply with our directions within a reasonable time after receiving notice. We are not obligated under the Franchise Agreement to reimburse you for your expenses associated with changing the Office's signs and promotional materials, for any loss of revenue due to any modified or discontinued Mark, any loss of goodwill associated with any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We are not obligated by the Franchise Agreement to protect your right to use the Marks or to protect you (by way of indemnification or otherwise) against infringement or unfair competition claims arising from your use of the Marks. However, we intend to take whatever action we deem necessary to protect our rights in the Marks and its right to set standards to govern use of the Marks by Motto Mortgage Offices.

We do not actually know of either superior prior rights or infringing uses that could materially affect a franchisee's use of our Principal Marks in any state.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise.

Motto Mortgage claims copyrights in various materials used by Motto Mortgage Offices, including the Office Materials (which may include audiovisual works, manuals, handbooks, and workbooks). These copyrights have not been registered with the United States Copyright Office. You may use these items only as we specify and only while operating your Office under the Franchise Agreement.

There are no currently effective material determinations of the United States Copyright Office or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We are not required to protect or defend copyrights, although we intend to do so if in the System's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We are not required to participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

The Office Materials that you will be allowed to use in operating your Office include our confidential information, consisting of education and office materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Motto Mortgage Offices; marketing and advertising programs for Motto Mortgage Offices; any computer software or similar technology that is proprietary to us or the System; knowledge of specifications for and suppliers of products and supplies; knowledge of the operating results and financial performance of Motto Mortgage Offices other than your Office; and graphic designs and related intellectual property. You will not be permitted to use this confidential information in an unauthorized manner, and you will be required to take reasonable steps to prevent its disclosure to others.

You will be required to notify us immediately of any third-party infringement of or challenge to any of its copyrights, or of any claim by any person of any rights in any such copyright, and you will not communicate with any person other than us and our attorneys in connection with any such infringement, challenge or claim. We have the right to take whatever action we deem appropriate and to control exclusively any litigation or other proceeding arising from any infringement, challenge, or claim relating to any of its copyrights. You will be required to sign any documents, provide such assistance, and take any other reasonable, lawful action that our attorneys say is necessary or advisable to protect and maintain our interests in any litigation or proceeding related to our copyrights or otherwise to protect and maintain our interests in its copyrights.

If it becomes advisable at any time in our sole reasonable business judgement for you to modify or discontinue the use of any material covered by a copyright and/or use one or more additional or substitute materials, you will be required, at your expense, to comply with our directions within a reasonable time after receiving notice.

There currently are no effective determinations of the U.S. Copyright Office or any court regarding any of the copyrighted materials nor are there any infringing uses actually known to us that could materially affect a franchisee's use of the copyrighted materials in any state. Further, there are no agreements currently in effect that significantly limit our right to use or authorize franchisees to use the copyrighted materials. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the Motto Mortgage System.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Neither you nor your owners, if you are a business entity, will be required to participate personally in the direct operation of the Office, although we recommend that you or a principal owner do so. If neither you nor any of your owners (if you are a business entity) will supervise the on-premises operation of the Office, you must hire a manager ("**Manager**") who will devote their full time and best efforts to the on-premises management and supervision of the Office's operations. If you operate a Branch Office, you must designate a manager for the Branch Office ("**Branch Offer Manager**"). The person supervising the day-to-day operation of the Office must hold a valid state mortgage broker license or meet other state requirements to act as the Qualifying Individual under whose license the Office will operate. If applicable law requires that mortgage offices be managed by a licensed mortgage broker, the person managing your Office operations must have such license. If you are a business entity, the Manager need not have an equity interest in the franchisee but will be required to agree in writing to preserve the confidentiality of any confidential information to which they have access. You or your principal owner or, if applicable, your Manager will be required to devote their full time and best efforts to managing and supervising the Office's operations. During the term of the Franchise Agreement, neither you nor your owners (if you are a business entity) will be permitted to operate, manage, own or have an interest in or become affiliated with in any other way (1) any non-Motto mortgage brokerage business; or (2) any other business or enterprise offering products or services that directly or indirectly compete with the products and/or services offered by Motto offices or Motto Franchising, LLC. You or your principal owner or Manager, as applicable, will be required to successfully complete our Initial Education Program in its entirety.

If you are a legal entity, your owners which own at least a 5% interest in you must sign a Guaranty and Assumption of Obligations, agreeing to pay and perform all obligations of the franchisee under the Franchise Agreement (attached to the Franchise Agreement as Exhibit C). We may also require you to obtain a confidentiality agreement (to maintain confidentiality of confidential information as described in Item 14) from your owners.

If you enter into the Franchise Agreement as an individual, within 180 days of the effective date of the Franchise Agreement you will be required to form a business entity and transfer the franchise and the Franchise Agreement to the business entity (subject to our approval and your compliance with the applicable transfer provisions of the Franchise Agreement).

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may operate your Office only at the approved location; however, you are not limited by Motto Franchising, LLC to originating loans or representing clients within any defined geographic area. Subject to any restrictions or limitations placed upon you by state licensing laws and subject to best business practices, standards and guidelines from time to time issued by Motto Franchising, LLC, you are free to work on transactions and/or represent clients wherever they are located. Similarly, other franchisees are free to work with transactions and/or represent clients that are located near you. However, you will be expected to meet high standards of service and professionalism reflective of the goodwill enjoyed by the Motto brand. These expectations can only be met by limiting your authorized services to market areas where you can serve clients directly and personally and where you have the greatest knowledge of local conditions, infrastructures, and the housing market.

Your Office will be permitted to offer only the mortgage brokerage and related services that Motto Franchising, LLC requires or authorizes from time to time for Motto offices. You will be required to offer all services that Motto Franchising, LLC designates as required services. Motto Franchising, LLC will have the unlimited right to change these required and authorized services from time to time.

If, when you sign the Franchise Agreement, you also own an existing business providing services that are distinguishable from but complementary to mortgage brokerage services, we may (in our reasonable business judgement) allow you to exclude such separate business from the Franchise by executing the Ancillary Services Addendum attached as Exhibit D to the Franchise Agreement.

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	Subsection 3.A. of Franchise Agreement Section 3 of the Branch Office Addendum	7 years. The Branch Office Addendum will terminate upon the date of termination of the franchise agreement for the Office identified in the Branch Office Addendum.
b. Renewal or extension of the term	Subsection 3.B. of Franchise Agreement Section 3 of Branch Office Addendum	The Franchise Agreement can be renewed for one additional five-year term by executing our then-current form of Franchise Agreement (which may have materially different terms and conditions than your original Franchise Agreement) and meeting the other requirements for renewal. If your Franchise Agreement expires without you properly exercising renewal and you continue to accept the benefits of the Franchise Agreement, we may consider you as (i) operating a franchise in violation of our rights; or (ii) operating the franchise on a month-to-month holdover basis ("**Holdover Period**") under the terms of the expired Franchise Agreement, until either (a) both parties enter into our then-current form of franchise agreement for a renewal term or (b) until either we elect to terminate your rights to operate the Office upon a 10 days' notice or you terminate upon a 60 days' notice. All of your obligations will remain in effect during the holdover period as if the Franchise Agreement had not expired, except that you will pay us a $2,500 monthly holdover fee (see Item 6).
c. Requirements for franchisee to renew or extend	Subsection 3.B. of Franchise Agreement Section 3 of Branch Office Addendum	You can renew the franchise relationship if: • you have complied with the material terms of the Franchise Agreement; • if requested by us, you sign a form authorizing us to obtain a consumer report and conduct a credit and background check;

Provision	**Section in Franchise or other Agreement**	**Summary**
		• you provide us with a copy of your current financial statements; • you meet our then-current standards for Motto franchisees; • you provide written notice of election to renew at least 6 months prior to the expiration of the Franchise Agreement; • if required by us, you complete our then-current training/educational requirements; • you sign the then-current form of Franchise Agreement, including the renewal addendum and related agreements (which may have materially different and less favorable terms and conditions from your original contract) at least 90 days prior to the expiration of the Franchise Agreement; • you pay the renewal fee at least 90 days prior to the expiration of the Franchise Agreement; • you and your guarantors sign a release; and • you complete Office renovations/upgrades to conform the Office to our then-current standards.
d. Termination by franchisee	Not Applicable	You may terminate the agreement on any grounds available by law.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	Section 13 of Franchise Agreement Section 3 of Branch Office Addendum	We can terminate the Franchise Agreement only if you default.
g. "Cause" defined - curable defaults	Subsections 13.A. and 13.B.(2) of Franchise Agreement	You have 10 days (subject to state law) to cure reporting requirement defaults as well as payment defaults (including default under a promissory note). You have 30 days (subject to state law) to cure all other defaults except for the non-curable defaults described below.

Provision	**Section in Franchise or other Agreement**	**Summary**
h. "Cause" defined - non-curable defaults	Subsections 13.A. and 13.B.(1) of Franchise Agreement	Non-curable defaults include: • failure to procure a location for the Office within 90 days; • failure to open the Office within 180 days; • failure to attend mandatory initial education; • abandonment or loss of right to occupy Office premises; • unapproved transfer; • bankruptcy; an assignment for the benefit of creditors or an appointment of a trustee or receiver; • final judgment remains unsatisfied for 30 days or levy of execution is not discharged within 5 days; • suspension or revocation of a mortgage license; material violation of mortgage brokerage laws; conviction of a crime; illegal, dishonest or unethical conduct or conduct likely to adversely affect our reputation; • failure to comply with the law within the time specified in governmental agency's notice; • material misrepresentation or omission in application for franchise; • violation of the noncompete; • violation of anti-terrorism laws; • 3 or more defaults within any 12 consecutive month period (even if cured); or • failure to timely cure a default of any other franchise or other agreement between you and us or any of our affiliates. Under the Branch Office Addendum the Branch Office shall terminate upon termination of the Franchise Agreement.
i. Franchisee's obligations on termination/ nonrenewal	Section 14 of Franchise Agreement	Obligations include discontinuation of all use of the Marks and other intellectual property; complete de-identification; discontinuation of all advertising; cancellation of all trade names; notifying clients and the NMLS that the Office is no longer in existence; assigning to us or our designee all domain names that include the

Provision	Section in Franchise or other Agreement	Summary
		Marks; return of the Office Materials and all other materials we made available to you; refraining from disputing the validity of the Marks or our ownership of the Marks; payment of lost future revenue and outstanding amounts; and compliance with post-term covenants (including noncompetition, non-disparagement, and confidentiality covenants, indemnification obligation and obligation to purchase tails coverage for errors and omissions insurance).
j. Assignment of contract by franchisor	Subsection 12.A. of Franchise Agreement	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	Subsection 12.B. of Franchise Agreement and Transfer Agreement	Includes any assignment, transfer, or encumbrance of Franchise Agreement or assets or ownership interest.
l. Franchisor approval of transfer by franchisee	Subsections 12.B. – 12.D. of Franchise Agreement and Transfer Agreement	We have the right to approve all transfers; no transfer without our prior written approval.
m. Conditions for franchisor approval of transfer	Subsections 12.B. - 12.D. of Franchise Agreement Section 3 of the Branch Office Addendum	We will not unreasonably withhold approval of transfers. We may require that any or all of the following conditions be met: • you have complied with Franchise Agreement; • you pay all amounts due including the entire unpaid balance of any promissory note; • you submit the relevant documents that we require; • transferee(s) meets our then-current standards for new franchisees; submits financial statements to us; and signs a form authorizing us to obtain a consumer report and conduct a credit and background check; • transferee(s) completes initial education program; • lease for Office is assigned, and if required, landlord consent to lease assignment is obtained; • you pay us a transfer fee of $2,500 and reimburse our administrative and legal expenses;

PROVISION	**SECTION IN FRANCHISE OR OTHER AGREEMENT**	**SUMMARY**
		• transferee(s) sign then-current form of Franchise Agreement, Guaranty, and any other required documents; • you and your owners sign a full general release in a form provided by us; • you purchase 3-year extended reporting period endorsement on the errors and omissions insurance; • transferee has agreed to upgrade the Office to our then-current standards; and • you comply with other conditions we may reasonably require as part of our Transfer policies.
n. Franchisor's right of first refusal to acquire franchisee's business	Subsection 12.H. of Franchise Agreement	We or our designee may buy your franchise at the same price and on the same terms as those of a third-party offer.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Subsection 12.F.(1) of Franchise Agreement	Upon your or a principal owner's death or permanent disability, your or such owner's interest must be sold or transferred to an approved person within 6 months, or with 60 days prior written notice, the Office may be closed provided that any outstanding fees have been paid in full and a termination and mutual release agreement is signed.
q. Non-competition covenants during the term of the franchise	Subsection 11.B.(2) of Franchise Agreement	Neither you (nor if you are an entity, your owners or guarantors), nor your or their spouse, children, parents or siblings, nor your Loan Originators (including, but not limited to, your Manager), may have any ownership interest in, or perform services for, any other mortgage business or other competitive business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Subsection 11.B.(3) of Franchise Agreement	Upon expiration or earlier termination of the Franchise Agreement or upon a transfer, for a period of 1 year ("**Restricted Period**"), neither you, nor if you are an entity, your owners or guarantors, or any of your or their spouse, children, parents or siblings, may operate, manage, own or have an interest in any business

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		that (i) is a mortgage brokerage business (including a virtual brokerage) other than a Motto business operated under a franchise agreement with us or an affiliate; (ii) is a licensor, franchisor or multi-office brokerage business that competes with Motto Franchising, LLC; or (iii) offers any product or service that (a) comprises a part of our System; (b) is the same as or similar to any product or service then-offered by Motto offices; or (c) otherwise directly or indirectly competes with the products and services offered by Motto offices or Motto Franchising, LLC, if such business is located within a 5-mile radius of any Motto office. You will not be restricted from affiliation solely as a loan originator with a mortgage brokerage business. However, if you and your Owners and guarantors, or your or their spouse, children, parents or siblings, affiliate as a loan originator with a brokerage, during the Restricted Period, you may not receive a revenue stream with respect to current or former Loan Originators who also join the brokerage.
s. Modification of the agreement	Subsections 6.C. and 15.C. of Franchise Agreement	No modifications to the Franchise Agreement unless in writing and signed by all parties to the Franchise Agreement. The Office Materials are subject to change at our discretion to the extent necessary to protect the Motto Marks and goodwill and to adapt the System to changing conditions, business practices, innovations and in the best interests of the System.
t. Integration/merger clause	Subsection 15.C. of Franchise Agreement	Nothing in the Franchise Agreement is intended to disclaim anything contained in this Franchise Disclosure Document. The Franchise Agreement supersedes any previous agreements and contains the entire agreement (subject to state law). No other representations, understandings or promises are binding.
u. Dispute resolution by arbitration or mediation	Not Applicable	

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
v. Choice of forum	Subsection 15.J. of Franchise Agreement	Litigation must be in Colorado (subject to applicable state law).
w. Choice of law	Subsection 15.J. of Franchise Agreement	Colorado law applies (subject to applicable state law)

Item 18

PUBLIC FIGURES

Motto does not use any public figure to promote our franchises.

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 Adam Sartin, Vice President of Growth and Development, 5075 South Syracuse Street, Denver, Colorado, 80237-2712, (866) 668-8649, the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of Year	Column 4 Outlets at the End of Year/Period	Column 5 Net Change
Franchised	2023	234	249	+15
	2024	249	228	-21
	2025	228	171	-57
	*2026	171	154	-17
Company Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
	*2026	0	0	0
Total Outlets	2023	234	249	+15
	2024	249	228	-21
	2025	228	171	-57
	*2026	171	154	-17

1 Includes one Branch Office located Iowa, and one in Maryland.

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Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	2023	1
	2024	0
	2025	1
	*2026	0
Georgia	2023	0
	2024	1
	2025	0
	*2026	0
Mississippi	2023	1
	2024	0
	2025	0
	*2026	0
New Mexico	2023	1
	2024	0
	2025	0
	*2026	0
New Jersey	2023	0
	2024	0
	2025	1
	*2026	0
Pennsylvania	2023	1
	2024	0
	2025	0
	*2026	0
Tennessee	2023	0
	2024	1
	2025	0
	*2026	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Texas	2023	1
	2024	0
	2025	0
	*2026	0
Washington	2023	4
	2024	0
	2025	0
	*2026	0
Virginia	2023	0
	2024	1
	2025	0
	*2026	0
Totals	2023	9
	2024	3
	2025	2
	*2026	0

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Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at the End of the Year
Alabama	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
	*2026	3	0	0	0	0	1	2
Alaska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
	*2026	1	0	0	0	0	0	1
Arizona	2023	4	0	0	0	0	1	3
	2024	3	1	1	0	0	1	2
	2025	2	0	0	0	0	0	2
	*2026	2	0	0	0	0	1	1
Arkansas	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	2	0	1	0	1	3
	*2026	3	0	0	0	0	0	3
California	2023	12	3	0	0	0	0	15
	2024	15	1	1	1	0	2	12
	2025	12	0	2	0	0	0	10
	*2026	10	0	0	0	0	1	9
Colorado	2023	7	1	0	0	0	0	8
	2024	8	1	0	0	0	2	7
	2025	7	0	1	0	0	2	4
	*2026	4	0	1	0	0	0	3
Connecticut	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	*2026	1	1	0	0	0	0	2
Delaware	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
	*2026	1	0	0	0	0	0	1
District of Columbia	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	0	0	1	0	0	0
	*2026	0	0	0	0	0	0	0

Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at the End of the Year
Florida	2023	35	11	2	0	0	1	43
	2024	43	3	3	2	0	2	39
	2025	39	3	4	1	0	5	32
	*2026	32	0	2	0	0	0	30
Georgia	2023	14	2	1	0	0	1	14
	2024	14	0	0	1	0	2	11
	2025	11	0	2	1	0	1	7
	*2026	7	0	0	0	0	0	7
Hawaii	2023	3	0	0	0	0	0	3
	2024	3	0	1	0	0	0	2
	2025	2	0	1	0	0	1	0
	*2026	0	0	0	0	0	0	0
Idaho	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
	*2026	3	0	0	0	0	0	3
Illinois	2023	11	0	0	0	0	0	11
	2024	11	1	0	0	0	2	10
	2025	10	1	2	1	0	2	6
	*2026	6	0	1	0	0	1	4
Indiana	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
	*2026	0	0	0	0	0	0	0
Iowa	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	*2026	2	0	0	0	0	0	2
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
	*2026	1	0	1	0	0	0	0
Kentucky	2023	7	0	0	0	0	1	6
	2024	6	0	0	0	0	1	5
	2025	5	1	0	0	0	1	5
	*2026	5	0	1	0	0	0	4

Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at the End of the Year
Louisiana	2023	4	0	0	0	0	0	4
	2024	4	0	0	1	0	0	3
	2025	3	0	0	0	0	2	1
	*2026	1	0	0	0	0	0	1
Maryland	2023	5	0	0	0	0	1	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	1	0	0	2
	*2026	2	0	0	0	0	0	2
Massachusetts	2023	4	1	1	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	1	3
	*2026	3	0	0	0	0	0	3
Michigan	2023	3	1	2	0	0	0	2
	2024	2	1	0	1	0	1	1
	2025	1	0	0	0	0	0	1
	*2026	1	0	0	0	0	0	1
Mississippi	2023	2	2	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	1	0	0	3
	*2026	3	0	0	0	0	0	3
Missouri	2023	5	0	1	0	0	0	4
	2024	4	1	0	1	0	0	4
	2025	4	3	0	1	0	0	6
	*2026	6	0	0	0	0	0	6
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
	2025	0	0	0	0	0	0	0
	*2026	0	0	0	0	0	0	0
Nebraska	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
	*2026	3	0	1	0	0	0	2
Nevada	2023	5	1	1	0	0	0	5
	2024	5	0	1	1	0	0	3
	2025	3	0	2	0	0	0	1
	*2026	1	0	0	0	0	0	1

Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at the End of the Year
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
	*2026	1	0	0	0	0	0	1
New Jersey	2023	7	1	0	0	0	0	8
	2024	8	0	1	0	0	1	6
	2025	6	0	0	0	0	1	5
	*2026	5	0	0	0	0	1	4
New Mexico	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	1	0	0	0	1
	*2026	1	0	0	0	0	0	1
North Carolina	2023	8	2	1	0	0	0	9
	2024	9	1	0	1	0	0	9
	2025	9	0	2	0	0	0	7
	*2026	7	1	1	0	0	0	7
North Dakota	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
	*2026	1	0	0	0	0	0	1
Ohio	2023	11	0	0	1	0	1	9
	2024	9	0	0	0	0	0	9
	2025	9	3	1	0	0	2	9
	*2026	9	0	0	1	0	0	8
Oklahoma	2023	5	0	0	1	0	0	4
	2024	4	0	0	1	0	1	2
	2025	2	0	1	0	0	0	1
	*2026	1	0	0	0	0	0	1
Oregon	2023	3	0	0	0	0	0	3
	2024	3	0	2	0	0	0	1
	2025	1	0	0	0	0	0	1
	*2026	1	0	0	0	0	0	1
Pennsylvania	2023	9	1	0	0	0	1	9
	2024	9	0	1	1	0	0	7
	2025	7	1	1	0	0	2	5
	*2026	5	0	0	0	0	0	5

Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at the End of the Year
South Carolina	2023	7	2	0	0	0	2	7
	2024	7	1	0	0	0	0	8
	2025	8	0	1	0	0	1	6
	*2026	6	0	0	0	0	0	6
Tennessee	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	1	1	0	0	4
	*2026	4	0	0	0	0	0	4
Texas	2023	25	4	1	0	0	0	28
	2024	28	3	0	2	0	1	28
	2025	28	2	9	2	0	5	14
	*2026	14	0	0	2	0	0	12
Utah	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
	*2026	1	0	0	0	0	0	1
Virginia	2023	4	2	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	2	2	1	0	1	4
	*2026	4	0	1	0	0	0	3
Washington	2023	9	4	0	0	0	1	12
	2024	10	0	1	0	0	0	9
	2025	9	0	0	1	0	1	7
	*2026	7	0	0	1	0	0	6
West Virginia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
	*2026	0	0	0	0	0	0	0
Wisconsin	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	1	1
	*2026	1	0	0	0	0	0	1
Wyoming	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	*2026	2	0	1	0	0	0	1

Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at the End of the Year
Total	2023	237	39	10	2	0	12	252
	2024	250	20	12	14	0	18	226
	2025	226	22	33	13	0	31	171
	*2026	171	2	10	4	0	5	154

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.
** Some totals may not reconcile with other numbers in Table 3 because postings for some events may overlap fiscal years and methods of data collection and postings may be updated or revised.

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025
and for period January 1, 2026 through April 9, 2026*

Col. 1 State	**Col. 2 Year**	**Col. 3 Outlets at Start of Year**	**Col. 4 Outlets Opened**	**Col. 5 Outlets Reacquired From Franchisee**	**Col. 6 Outlets Closed**	**Col. 7 Outlets Sold to Franchisee**	**Col. 8 Outlets at End of the Year/Period**
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
	*2026	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
	*2026	0	0	0	0	0	0

Table 5
Projected Openings as of April 9, 2026
and Franchise Agreements Signed but Outlet not yet Open as of April 9, 2026*

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	1	0	0
Arkansas	1	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	1	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	2	3	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	1	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	1	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	1	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	1	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0

Projected Openings as of April 9, 2026
and Franchise Agreements Signed but Outlet not yet Open as of April 9, 2026*

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	3	0
Utah	1	0	0
Vermont	0	0	0
Virginia	0	1	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	9	8	0

Exhibit D lists the name, business address and telephone number of each franchisee as of April 9, 2026. Exhibit E lists the name, city and state, and the current business telephone number (or, if unknown, the last known telephone number) of every franchisee in the United States who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

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

During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

As of the issuance date of this Disclosure Document, there is one trademark-specific franchisee organization associated with the Motto franchise system which Motto Franchising, LLC created:

Motto Network Advisory Council ("**MNAC**"). MNAC does not have a separate address, telephone number, email address or web address. However, it may be contacted via its liaison, Adam Sartin, Vice President, Franchise Growth and Development, Motto Franchising, LLC, 5075 South Syracuse Street, Denver, Colorado 80237-2712; (866) 668-8649; adam.sartin@mottomortgage.com.

As of the issuance date of this Disclosure Document, there are no other trademark-specific franchisee organizations that were created, sponsored, or endorsed by us.

The following independent franchisee organizations have asked to be included in this Disclosure Document: None.

Item 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit C are the audited financial statements of Motto Franchising, LLC, which are comprised of the consolidated balance sheets of Motto Franchising, LLC as of December 31, 2025 and 2024, and the related consolidated statements of loss, member's equity, and cash flows for each of the years in the three-year period ended December 31, 2025.

Item 22

CONTRACTS

The following agreements are exhibits attached to this Disclosure Document:

EXHIBITS

Exhibit A	Franchise Agreement (including Data Sheet, Ownership and Management Information form, Guaranty and Assumption of Obligations, and Ancillary Services Addendum)
Exhibit A-1	Withdrawal Authorization Form (Automatic Bank Draft)
Exhibit A-2	Renewal Addendum
Exhibit A-3	Transfer Agreement
Exhibit A-4	Motto Mortgage Email User Agreement
Exhibit A-5	Motto Portal User Agreement
Exhibit A-6	Motto Web Hosting User Agreement
Exhibit A-7	MottoSpark User Agreement
Exhibit A-8	Branch Office Addendum
Exhibit A-9	wemlo Processing Agreement
Exhibit A-10	LBS Agreement
Exhibit B	Promissory Note
Exhibit G	Franchisee Disclosure Questionnaire
Exhibit I	State Addenda and Franchise Agreement Riders

Item 23

RECEIPTS

The last two pages of this Disclosure Document are identical pages acknowledging receipt of this entire Disclosure Document (including the exhibits). Make sure that you indicate the franchise seller(s) with whom you had substantive discussions about this franchise. Please sign and return to us one copy; please keep the other copy along with this Disclosure Document.

EXHIBIT A

FRANCHISE AGREEMENT

MOTTO FRANCHISING, LLC

FRANCHISE AGREEMENT

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<u>MOTTO FRANCHISING, LLC</u>
<u>FRANCHISE AGREEMENT</u>

This Franchise Agreement (the "**Agreement**") is entered into as of the Agreement Date (as identified on **<u>Exhibit A</u>** hereto (the "**Data Sheet**")) by and between Motto Franchising, LLC, a Delaware limited liability company with its principal place of business at 5075 South Syracuse St., Denver, CO 80237 ("**we**", "**us**" or "**Franchisor**"), and the person or entity identified as the Franchisee on the Data Sheet ("**you**" or "**Franchisee**"), and, if you are a Business Entity, your Owners. For avoidance of doubt, if Franchisee is a Business Entity, the provisions of this Agreement also apply to Owners.

1. <u>INTRODUCTION</u>.

We have developed a system (the "**System**" as further defined in Section 16) for the establishment and operation of mortgage brokerage offices (each, a "**Motto office**") offering high-quality mortgage brokerage services to the general public under the Motto Marks. These high-quality mortgage brokerage services are provided under the Motto Marks through a network of franchisees and their Loan Originators (collectively, the "**Motto Network**").

We own the Motto Marks as well as other Intellectual Property used in connection with the operation of a Motto office.

You desire to develop and operate a Motto office, and we have agreed to grant you a franchise to operate a Motto office, subject to the terms and conditions of this Agreement. Capitalized terms used in this Agreement and not defined elsewhere in this Agreement are defined in Section 16.

You represent to us that you have made no misrepresentations or material omissions in connection with entering into this Agreement, including in your application for the rights granted by this Agreement or in the financial or other information provided to us by you and/or your Owners.

2. <u>GRANT OF FRANCHISE</u>.

A. <u>Rights Granted</u>. Subject to the provisions of this Agreement, we grant to you the right and license (the "**Franchise**") to establish and operate, during the Term, at the physical premises identified on the Data Sheet (the "**Premises**"), a single Motto office (the "**Office**") identified by the Motto Marks. You accept this Franchise, undertake the obligation to open and continuously operate the Office faithfully, honestly and diligently, and agree to continuously exert your best efforts to promote and enhance the business of the Office, during the Term, in accordance with the System and in compliance with this Agreement and all applicable laws. You may not subfranchise, sublicense, assign or transfer your rights under this Agreement except as specifically provided in this Agreement. The Office must operate under the Motto trade name that meets our requirements (as we may modify from time to time) as provided in Section 4.D.

B. <u>Office Location</u>. If the location of the Premises has not been approved by us as of the Agreement Date, you must, within 90 days of the Agreement Date, purchase or lease a location for the Premises that is acceptable to us. We will approve the location if it meets our site selection criteria (as specified in the Office Materials), and we will attempt to provide our approval or disapproval within 48 hours after you submit the location information to us. Once we approve the Premises' location, we will update the Data Sheet with the Premises information. If the parties cannot agree on a mutually acceptable location within 90 days of the Agreement Date, it will be deemed to be a failure of a material condition precedent, entitling us to terminate this Agreement without a refund of the Initial Franchise Fee.

C. Relocation. You may not relocate your Office without our prior written consent. We will approve a relocation if (i) the new Premises meet our then-current site selection criteria, (ii) you are not in default under this Agreement or any other agreement with us or our Related Parties, and (iii) you are current in your financial obligations to us, our Related Parties and third parties. You must continue to operate your Franchise at all times during the relocation.

D. Additional Motto Franchises & Branch Office Franchises. This Agreement does not grant you a right of first refusal, option or any other right to purchase, acquire or open an additional Motto franchise now or in the future. However, if you acquire or open one or more additional Motto franchises in the future, each such franchise will be governed by a separate franchise agreement, which franchise agreement may have materially different terms from this Agreement. If you wish to operate a physical location in addition to the Premises as granted by this Agreement, we may grant you a branch office franchise ("**Branch Office Franchise**"), in which case you will be required to sign a Branch Office Addendum. You agree that you will not operate or establish, nor permit your Loan Originators to operate or establish, any unapproved branch office or other extension of the Office outside the Premises.

E. Authorized Services; Excluded Activity. You may operate the Office solely as a mortgage brokerage business and engage in the activities of mortgage brokering, borrower profile assessment, borrower consulting, settlement service provider coordination, and loan origination assistance, and such other related activities and services as we may from time to time authorize in writing (collectively, the "**Authorized Services**"). You agree that no business or activity may be conducted at the Premises other than the Authorized Services. Authorized Services expressly exclude, without limitation, the following (each, an "**Excluded Activity**"): (a) the offering or performing of services that are distinguishable from but complementary to mortgage brokerage services, including without limitation, mortgage processing services, real estate brokerage services, title insurance or title searches, insurance or insurance-related services or products, escrow or appraisal services, property management and home inspection services; lending services, real property management, commission advance, financial, or legal services. We may change the scope of, and any of our requirements with respect to, Authorized Services or Excluded Activity, and you agree to comply with any such changes. Subject to your compliance with the noncompetition covenants in Section 12.B., you (or your affiliate or Loan Originator) may engage in an Excluded Activity; provided, that you first enter into an Ancillary Services Addendum (in the form of **Exhibit D**) with us with respect to such Excluded Activity.

F. Market Areas Served. You are not limited to engaging in Authorized Services within any defined geographic area except as otherwise required under applicable mortgage laws. However, as a Motto franchisee, you are expected to meet high standards of service and professionalism reflective of the goodwill enjoyed by the Motto brand. These expectations may only be met by limiting the provision of Authorized Services to market areas where you can serve clients directly and personally and where you have the greatest knowledge of local conditions, infrastructures, and the housing market.

G. No Territorial Protection. Nothing contained in this Agreement shall be deemed, expressly or by implication, to grant to you any type of exclusive or protected territory or any right to limit, control, or prevent Motto Franchising, LLC's or its Related Parties' right to own, operate, franchise, license or in any other manner authorize the location and/or operation of mortgage brokerages or other businesses, under the Marks or other trademarks, service marks or trade dress, at any location or in any medium whatsoever, including at a location in close proximity to your Office and even if the operations of such other location or business may have an adverse impact on your Office operations.

H. Our Reservation of Rights. Motto Franchising, LLC and its Related Parties reserve all rights not specifically granted to you in this Agreement, including, without limitation, the right, now or in the future, and anywhere, to: (i) engage in any business activities whatsoever, without limitation as to location, medium or trade channels; (ii) use the Motto Marks and/or other proprietary rights in their other business activities without limitation; and (iii) offer and sell any products and/or services under the Motto Marks, or under other trademarks, service marks or trade dress, or through any other trade channels.

3. TERM AND RENEWAL OF FRANCHISE.

A. Term. The term of this Agreement begins on the Agreement Date and, unless terminated earlier in accordance with the terms hereof, will expire on the expiration date identified in the Data Sheet (the "**Term**").

B. Renewal of Franchise.

(1) Renewal Term and Conditions of Renewal. You may renew the Franchise for one additional five-year renewal term; provided that you comply with the following conditions: (a) you have complied, throughout the Term, with all monetary obligations and other material terms and conditions of this Agreement; (b) if requested by us, you and your Owners execute a form authorizing Motto Franchising, LLC to obtain a consumer report and to conduct a credit and background check on you and your Owners; (c) you provide us with copies of your financial statements for the most recently completed calendar month, quarter and year, including balance sheets and results of operations, and such other financial reports and data as we require; (d) you and your Owners meet our then-current standards for Motto franchisees; (e) you have given us written notice of your request to renew the Franchise not less than 6 months nor more than 12 months prior to the end of the Term; (f) if required by us, you (or your Principal Owner and/or Manager, as applicable) complete our then-current training or education requirements; (g) at least 90 days prior to the expiration of this Agreement, you execute our then-current form of franchise agreement (including the renewal addendum and all related agreements and documents, which may have materially different terms than this Agreement, including without limitation, requirements to use new systems and/or procedures and higher and/or additional fees); (h) at least 90 days prior to the expiration of this Agreement, you pay us a renewal fee in the amount set forth in the Data Sheet (the "**Renewal Fee**"); (i) you and your guarantors execute a general release of claims in a form we prescribe; and (j) you complete such Office renovation and upgrade requirements as we may specify in order to conform the Office and the Premises to our then-current System standards as set forth in the Office Materials.

(2) Holdover Period. If this Agreement expires without you properly exercising renewal of the Franchise and you continue to accept the benefits of this Agreement thereafter, then, at our option, we may consider you as (i) operating a franchise in violation of our rights; or (ii) operating the franchise on a month-to-month holdover basis ("**Holdover Period**") under the terms of this expired Agreement, until either (a) both parties enter into our then-current form of franchise agreement for a renewal term; or (b) we either elect to terminate your rights to operate the Office upon a 10 days' prior written notice or you terminate the relationship upon a 60 days' prior written notice. If we permit you to continue to operate during a Holdover Period, all of your obligations hereunder will remain in full force and effect during the Holdover Period as if this Agreement had not expired; provided, however, that in addition to all other fees that you must continue to pay to us under this Agreement and any related agreement, you will be required to pay us a $2,500 monthly holdover fee and you will pay us double the amount of the Monthly Ongoing Fees that you would otherwise owe under this Agreement. You understand and agree that any operation during a Holdover Period is intended solely as a temporary arrangement and does not relieve you of your obligation to actively pursue renewal of—and to renew—the Franchise. If you close the Office without providing us the required notice, then, in addition to all fees and other amounts owed by you as of the date you close the Office, you will be required to pay us an amount equal to the total

of what you were billed pursuant to this paragraph for Monthly Ongoing Fees and Marketing Contributions for the two-month period immediately preceding the date that you closed the Office.

4. TRADEMARK AND INTELLECTUAL PROPERTY STANDARDS AND REQUIREMENTS.

A. Limited Right to Use Marks. We hereby grant you a limited, non-exclusive, non-assignable, non-sublicensable right to use the Marks during the Term solely in connection with the operation of the Office hereunder, subject to the below terms and conditions. You agree to comply, and you must ensure, and are solely responsible for ensuring, that all Loan Originators comply, with all provisions of this Section 4 and the Brand Identity Manual.

B. Mark Ownership. The Marks are our and/or our Related Parties' valuable property, and we and/or our Related Parties are the sole and exclusive owner of all right, title and interest in and to the Marks and all past, present or future goodwill of the Office and of the business conducted that is associated with or attributable to the Marks. Your use of the Marks, including, without limitation, the use of "Motto Mortgage" in the trade name you adopt for your Office, will inure exclusively to our benefit. You may not, during or after the Term, engage, directly or indirectly, in any conduct that would infringe upon, contest or otherwise interfere with our or our Related Parties' rights in any of the Marks or the goodwill associated with the Marks. You agree that you will not grant or attempt to grant a security interest in, or otherwise encumber, the Marks or record any such security interest or encumbrance against any application or registration regarding the Marks in the United States Patent and Trademark Office or elsewhere.

C. Use of Marks. You may not use, or permit the use of, any trademarks, trade names, logos, service marks or any other names or marks in connection with the Office except those we authorize or direct in writing. You may use the Marks only in the form and manner we prescribe in writing and only in connection with the products and services that we specify and that meet our standards and requirements with respect to quality and professionalism. You must strictly comply with the Brand Identity Manual, as well as all other trademark, trade name and service mark notice marking requirements and other brand usage guidelines that we may provide from time to time. You will not authorize or permit individuals who are not registered or licensed as Loan Originators with your Office to appear with or be listed under your name, your Office name, or under any of the Motto Marks or to otherwise use or benefit from the use of any of the Motto Marks. Under no circumstances may you use the Marks in violation of the law.

D. Business Identification. The currently authorized trade name for your Office is set forth in the Data Sheet. Unless we direct you otherwise, you must use the name Motto Mortgage as the first word in the trade name, and you must obtain and maintain a corresponding fictitious or assumed name registration as required under applicable laws in the jurisdiction in which your Office is located and provide us with evidence of the same prior to opening for business. You are solely responsible for ensuring that any terms included in the authorized trade name other than the Motto Marks (the "**Non-Motto Trade Name Terms**") do not infringe any third party's rights. You may not use any other mark or words to identify the Office without our prior written consent. Unless we direct you otherwise, if you are a Business Entity, you may not use the words "Motto" or any other Mark as part of the name of your Business Entity. You may not change your legal Business Entity name, trade name, or fictitious or assumed name without our prior written consent. If you are a Business Entity, you must conduct all business in the name of the Business Entity, not just your trade name.

You may use the Marks on various materials associated with the Office, such as business cards, stationery and apparel; provided that you (i) accurately depict the Marks on the materials as we direct; (ii) use the Marks in accordance with the requirements set forth in the Brand Identity Manual; (iii) include a statement on the materials indicating that the Office is independently owned and operated by you; (iv) do not use the Marks in connection with any other trademarks, trade names, logos, service marks or any other names or marks except as expressly permitted in the Brand Identity Manual; and (v) make available to us, upon our request, a copy of any materials depicting the Marks. You must put clients on notice (by language in your contracts) identifying you as a Motto franchisee in a format we deem acceptable, including an acknowledgment that you independently own and operate the Office.

E. Domain Names. Except to the extent provided in the Brand Identity Manual, you cannot register or use any of the Marks as part of a domain name. No Loan Originator may register any domain name that includes any of the Marks or variants thereof, and neither you nor your Loan Originators may sell or offer to sell any domain name that includes any of the Marks or variants thereof.

(1) Upon the expiration or earlier termination of this Agreement or at any time upon our request, you agree, at your own expense, to promptly (i) execute and deliver all necessary documents and take any action reasonably requested by us necessary to effect the transfer, deactivation, redirection or termination of any domain names or Internet addresses that use any of the Marks as we may require, (ii) comply with any procedure for same required by the domain name registrar or another third party that issued the domain name or website address, and (iii) direct all Internet service providers, domain name registrars, domain name listing agencies and other third parties to accept this Agreement as conclusive evidence of the rights of Motto Franchising, LLC to ownership, control and benefit of all domain names and Internet addresses containing any of the Marks that you or your Loan Originators create. You and your Owners hereby appoint Motto Franchising, LLC as your agent and attorney-in-fact to act for and on your behalf to execute, register, and file such documents, complete such processes and all other lawfully permitted acts as the registrar, or applicable law, requires to effectuate a transfer, deactivation, redirection or termination of such domain names or Internet addresses with the same legal effect as if executed by you or your Owners, and you agree to pay directly, or reimburse Motto Franchising, LLC for, any costs and attorney fees it incurs in taking such actions. You agree to pay us for our costs and expenses including our attorney's fees incurred in the process of obtaining and/or deactivating (in Motto Franchising, LLC's sole discretion), any domain name registered by you or your Loan Originators that is not compliant with this Section. You further agree that registering or owning any domain name that includes one or more of the Marks, except to the extent provided in the Brand Identity Manual, or retaining ownership of any such domains after the expiration or earlier termination of this Agreement, would be an act of bad faith.

F. Notice of Infringement; Control of Litigation. If any person or entity improperly uses or infringes the Marks or other Intellectual Property or challenges your use or our use or ownership of or the validity of the Marks or other Intellectual Property, we will control all litigation and other proceedings and efforts to enforce our rights in the Marks and Intellectual Property, and we have the right to determine whether suit or other proceeding will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you become aware or any challenge or claim arising out of your use of any Mark or other Intellectual Property. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses incurred in connection with any such action, unless the challenge or claim results from your misuse of the Marks or other Intellectual Property in violation of this Agreement, in which case you must pay us for our costs and expenses including our attorney's fees. Provided that you are using the Marks in compliance with the terms of this Agreement, we will defend, at our own expense, any action against you brought by a third party alleging that any of the Marks infringes any U.S. trademark of a third party, and we will pay those costs and damages finally awarded against you in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on you: (i) notifying us promptly in writing of such action; (ii) giving us sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at our request and expense, assisting in such defense. You acknowledge and understand that Motto Franchising, LLC will have no obligation to defend the Motto Marks from valid claims of prior use or of lawful concurrent use by others.

G. Changes. Unless we direct you so in writing, you may not make any changes or substitutions to the Marks. We reserve the right to change the Marks at any time, and you must comply, at your own cost, with any such changes within the time frames we specify.

H. Prohibition Against Disparagement. During or after the Term, you agree not to, and to use your best efforts to cause your Loan Originators or anyone else acting on your behalf not to, make any false, derogatory or defamatory statements about Motto Franchising LLC, the Motto brand, our Related Parties, any current or former Motto franchisees, or any of our or their officers, directors, employees or owners. You may not engage in any conduct that harms or interferes with our rights in the Motto Marks or the goodwill associated with the Marks, including using the Marks in any negative, inappropriate, or misleading manner in any media. This provision does not restrict communications with governmental authorities when required by law.

I. Creative Works. All ideas, business ventures, concepts, inventions, techniques, or materials concerning the Marks, a Motto office or the Franchise, whether or not protectable Intellectual Property and whether created by or for you or one of your Owners, employees or Loan Originators, must be promptly disclosed to us and will be deemed to be solely and exclusively our property, part of the System, and "works made-for-hire," as the phrase is defined in the Copyright Act of 1976 (17 U.S.C. Section 101 et seq.), for us. To the extent any item does not qualify as a "work made-for-hire" for us, by operation of law or otherwise, you agree to assign and hereby irrevocably assign, for no additional consideration, ownership of that item, and all related rights to that item, to us, and our successors and assigns, including without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world and agree to take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item. Notwithstanding anything to the contrary, neither the expiration nor the termination of this Agreement shall affect our ownership of the items herein or alter any of our rights or privileges hereunder.

J. License to Materials and Likeness. With respect to images, videos or other content (collectively, "**Materials**") that you, your Loan Originators or Owners supply to us, you and your Owners (as applicable) grant, and you agree to cause your Loan Originators to grant, Motto Franchising, LLC and its Related Parties a fully paid-up and royalty-free license and right to use and sublicense such Materials for any marketing, educational or operational purpose that we deem appropriate in any media now in existence or hereafter created. To the extent that the Materials feature your, your Loan Originators' or any Owner's likeness, image, performance, voice or name (collectively, "**Likeness**"), or the Likeness of you, your Loan Originators or Owners appears in content created by us during the Term, the license granted herein shall include the right to use and sublicense such Likeness. If you, your Loan Originators or Owners do not own the copyright in the Materials, you and your Owners represent and warrant (and you agree to cause your Loan Originators to represent and warrant) that you or they have permission to use such Materials and to authorize the uses contemplated by this paragraph. You and your Owners hereby release and covenant not to sue (and you agree to cause your Loan Originators to release and covenant not to sue) Motto Franchising, LLC and its Related Parties in connection with any use of the Materials or Likeness permitted by this paragraph, and further agree to indemnify and hold Motto Franchising, LLC and its Related Parties harmless against any third-party Claims that use of the Materials or Likeness infringes upon such third party's rights, including copyrights and rights of publicity. The license and other provisions of this paragraph shall survive expiration or earlier termination of this Agreement.

5. FEES.

A. Initial Franchise Fee. Upon signing this Agreement, you must pay us an initial franchise fee set forth in the Data Sheet (the "**Initial Franchise Fee**"), which is earned upon receipt and is non-refundable. Any financing of the Initial Franchise Fee is only available if we offer you financing under the terms of our form of a Promissory Note.

B. Monthly Ongoing Fees. You agree to pay us monthly ongoing fees ("**Monthly Ongoing Fees**") as follows:

(1) Royalty. You agree to pay us a monthly fee in the amount of (i) $2,500 per month (the "**Fixed Component**"); plus (ii) an amount equal to 25 BPS per each Transaction, capped at $1,000 per Transaction, closed during the preceding calendar month, as reflected in your reports to us (the "**BP Component**"). Collectively, the Fixed Component and the BP Component are hereinafter referred to as the "**Royalty**". You must pay us Royalties beginning with the first calendar month after expiration of the Ramp-Up Period, which is the period that begins on the Effective Date of this Agreement and expires on the sixth (6th) month anniversary of such date. If you sign this Agreement on or after the 15th day of the month, we may, in our discretion, extend the Ramp-Up period to include the seventh (7th) month and start your Royalty payments in the eighth (8th) month instead. We have the right, upon notice to you, to increase the Fixed Component by 10% each year during the Term, commencing 12 months from the date that you open your Office. For each month that the Royalty is due to us hereunder, you must pay us, on the 20th calendar day of the month (or such other day that we from time to time designate) (i) the Fixed Component, which is payable for the month in which it is billed, and (ii) the BP Component, which is payable for all Transactions closed during the preceding month.

(2) Loan Originator Fee. You may have up to seven (7) Loan Originators associated with your Office without an additional fee. If more than seven (7) Loan Originators are associated with your Office, simultaneously with each payment of the Royalty, you agree to pay us a fee (the "**Loan Originator Fee**") for each Loan Originator, in the amount designated on the Data Sheet. We may modify the Loan Originator Fee once per calendar year during the Term, provided that any increase will not exceed 10% of the Loan Originator Fee at the time of the increase.

C. Marketing Contribution. As part of Monthly Ongoing Fees, you agree to pay us or our designee a monthly marketing contribution towards the Marketing Fund in the amount specified in the Data Sheet (the "**Marketing Contribution**"). The amount of the Marketing Contribution will be included in the Fixed Component. We will deposit all Marketing Contributions into the Marketing Fund in accordance with Section 8.B. We may increase (but not more than by $30) or decrease the Marketing Contribution once in each calendar year during the Term.

D. Branch Office Fees. You agree to pay us the Initial Franchise Fee, the Renewal Fee, and Monthly Ongoing Fees as set forth in each Branch Office Addendum you sign and all such fees shall be payable according to the terms of the Branch Office Addendum.

E. Payment Terms; Late Fees.

(1) Submission of Payments. You agree to pay all fees, dues, and charges in accordance with such procedures we may from time to time specify. Before your Office begins operating, you must deliver to us the documents we require to authorize us to debit your business checking account for Monthly Ongoing Fees, and other amounts due to us, including for your purchases from us and/or our Related Parties. In addition to any other remedies we may have,

failure to timely complete the documents that we need to auto-debit your bank account may result in a processing fee of $100 for each month during which the default continues. You agree to sign a withdrawal authorization form (Automatic Bank Draft). We will debit your bank account for the amounts due on the due dates. You agree to ensure that funds are available in your bank account to cover such withdrawals. If there are insufficient funds in your bank account to cover any amount you owe, you agree (i) to pay us, on demand, a processing fee of $100, plus reimburse us for our administrative expenses and charges, in addition to the amounts owed under this Agreement; and (ii) that we may require you to make some or all subsequent payments via another form of payment we designate. We reserve the right to specify alternative methods of payment, and you agree to comply with our payment instructions and procedures. If we accept credit card or other forms of payment, you agree to pay any associated processing fees and surcharges. For avoidance of doubt, you agree that your failure to (a) require your Loan Originators to pay fees to you or (b) collect fees from your Loan Originators does not relieve you of your obligation to timely remit the fees to us as required under this Agreement.

(2) Application of Payments. You agree to pay all amounts due without deduction, set off, or abatement. Notwithstanding any designation by you, we have the right to apply any payments received from you to any past-due indebtedness to us or any Related Party in such amounts and in such order as we determine. If we are ever deemed to have contracted for, charged or received late payments or interest on overdue sums in an amount that exceeds the amount permitted under applicable law, then such excess amount will be deemed intended for, and will be applied as, payment of outstanding amounts due under this Agreement and, if no such amounts remain outstanding, such excess will be returned to you.

(3) Failure to Submit Payment or Report. If you fail to make any payments to us by their due date, you agree to pay us: (a) a late charge equal to 10% of the amount due, or if such rate exceeds the highest rate permitted by applicable law, then at the highest rate permitted by law; and (b) interest on all amounts owed but unpaid at the rate of 1% per month compounded or the highest rate permitted under applicable law, whichever is less, in addition to the amounts owed. If you fail to submit any report by its due date as required under Section 9, you agree to pay us a late charge of $100 per day per missed report until the report is submitted, as consideration for our additional administrative costs incurred due to the late submission.

(1) Unreported Transactions. You may not at any time during the Term have any Unreported Transactions associated with your Office. If we notify you of an Unreported Transaction, in order to cure the default, you must, within 10 days of receiving such notice, report the Unreported Transaction in LBS, and you must pay us the BP Component on each Unreported Transaction. Additionally, we reserve the right to charge a $25 fee for administrative expenses for each Unreported Transaction.

F. Document Processing Fee. You agree to pay us a fee (the "**Document Processing Fee**") ranging from $500 to $2,000 to cover the administrative and other costs we incur if you request a complex or extensive modification (as determined by us) to this Agreement (or any related document) or if we agree to draft such modification to accommodate you in connection with a cure of your default under this Agreement or related document during the Term or in connection with a Franchise renewal or transfer. The Document Processing Fee is due within 10 days after billing.

G. Additional State License Fees. You may acquire and maintain up to three (3) state mortgage licenses under this Agreement. If you wish to acquire and maintain more than 3 mortgage state licenses under this Agreement, you must (i) obtain our prior written approval before obtaining additional state licenses; and (ii) you must pay us additional state license fees as described in the Data Sheet. We grant approval for additional state licenses based on our reasonable business judgement and consider factors such as whether you are in good standing under the franchise agreement. There are no restrictions on your right to solicit or accept loan applications from consumers in the states in which you hold a mortgage license.

6. OPERATIONS STANDARDS AND REQUIREMENTS.

A. Office Opening. You agree to open and begin operating the Office by the Required Opening Date identified on the Data Sheet, although you cannot commence operations until you have satisfactorily completed our training program and complied with your other pre-opening obligations (including meeting the insurance obligations under Section 11.C.). To "open" the Office hereunder, the Office must be staffed by a full-time Manager and/or Qualified Individual, as applicable, (which may be you, or if Franchisee is a Business Entity, Principal Owner or a non-owner if we so approve) and equipped with furniture, a Technology System (as defined in Subsection 6.F.(1)), and other office equipment necessary to operate a Motto office in accordance with our specifications and our System standards as set forth in the Office Materials. Unless prohibited by law or the landlord for the Premises, you must also have one or more exterior office signs that depicts the Motto Mortgage logo in compliance with the Brand Identity Manual. You are solely responsible for ensuring that the Office is constructed, designed and equipped in compliance with all applicable laws, including without limitation, RESPA and the Americans with Disabilities Act. We are not liable for any of your pre-opening obligations, losses or expenses and we have no responsibility for any lease you enter into in connection with Office operations.

B. Appearance of Office. You agree to maintain and periodically refresh the appearance of the Office in accordance with our specifications and consistent with the image of a Motto office as a modern, clean, attractive and efficiently operated facility. You agree to take steps as we may reasonably require from time to time to maintain such appearance and efficient operation, including, without limitation, interior and exterior repairs and cleaning of the Premises; replacement of worn-out or obsolete leasehold improvements, fixtures, equipment and/or signs; and periodic redecorating.

C. System Standards; the Office Materials. You acknowledge and agree that the development and operation of the Office in accordance with the System standards set forth in the Office Materials is essential to preserve the reputation and high standards of quality and service of Motto offices and the goodwill associated with the Marks. You further acknowledge and agree that the mandatory elements of the System contained in the Office Materials have been established for the purpose of preserving such reputation, standards and goodwill, but do not, and are not intended to, govern or control the day-to-day business of the Office or the means or manner by which you conduct the operations of the Office, which shall always be solely your responsibility and subject to your judgment and control. We will provide you with access to our Office Materials (in such format as we determine). You acknowledge that the Office Materials is our Intellectual Property and is owned exclusively by us. You must always treat the Office Materials, and the information it contains, as secret and confidential, and must use all reasonable efforts to maintain such information secret and confidential. You must adopt and use as your continuing operational routine the required standards and systems as described in the Office Materials. We will revise the Office Materials and any standards, procedures, techniques and management systems included therein periodically to adapt the System to changing conditions, competitive circumstances, business strategies and practices and technological innovations and in the best interest of the System. We will notify you of any such updates or revisions and you agree to comply with each new or changed requirement within the time frame we specify. In the event of any dispute as to the contents of the Office Materials, the terms of the master copy of the Office Materials that we maintain are controlling.

The Office Materials contain both required and recommended standards. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Office Materials or other written policies as we may adopt from time to time. The Office Materials also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. To protect our interests in the System and the Marks, we reserve the right to determine if you are meeting the required standard and whether an alternative is suitable to any recommendations or guidelines.

D. Client Service. You are solely responsible for the quality and results of the services and products you sell and provide to clients, maintaining a continuing responsibility with respect to such services and products beyond the termination or expiration of this Agreement. You must render and must cause each of your employees and Loan Originators to render prompt, professional and courteous service to clients. We may at any time contact your clients concerning the quality of services you provide, the level of client satisfaction, or other aspects of the Franchise that we deem relevant.

E. Approved Supplies and Suppliers. We reserve the right to require that you only use approved products, services, equipment, signs, advertising materials, and other items (collectively "**Approved Supplies**") in the operation of the Office. We may introduce new Approved Supplies and change Approved Supplies from time to time, and you agree to promptly comply with our new or changed requirements. Although we do not do so for every item, we have the right to approve the supplier of Approved Supplies. You acknowledge and agree that certain Approved Supplies may only be available from one approved supplier source, and we or our Related Parties may be that source. You will pay the then-current price in effect for any Approved Supplies you purchase from us or our Related Parties. All products, materials, services and other items and supplies used in the operation of the Office must conform to the specifications and standards we establish from time to time as provided in the Office Materials. All client-facing materials, techniques, and promotional items must meet our standards of uniformity and quality. We may furnish to you lists of Approved Supplies and/or approved suppliers, which lists are confidential and proprietary and may be amended by us from time to time. We or our Related Party may make available to you the opportunity to participate from time to time in certain discounts, rebates or other benefits in connection with your purchases from approved suppliers.

WE AND OUR RELATED PARTIES MAKE NO WARRANTY WITH RESPECT TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES OR OTHER ITEMS WE APPROVE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION ANY REQUIRED TECHNOLOGY SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.

F. Systems, Data and Technology. You agree to implement and use, at your own cost, in the operation of the Office, all systems, programs and procedures that we establish from time to time, including, without limitation, communication systems, accounting systems, data management systems, back-office management system, and other systems and technology we designate. Such requirements are intended to facilitate communications between you and Motto Franchising, LLC and its Related Parties and efficient operation of the Office and not to control the manner or means of the day-to-day operations of the Office. Such systems, programs, and procedures include, without limitation, the following:

(1) Technology-Related Requirements. You must purchase, implement and maintain a computer system and other technology we from time to time specify, including, without limitation, office management software, accounting software, or other hardware and software, and all future updates, upgrades, supplements and modifications (collectively, the "**Technology**

System"). We may modify specifications for any components of the Technology System or change any systems, programs or technology included in the Technology System from time to time, and you agree to implement, at your own cost, such upgrades and modifications during the Term. You acknowledge and agree that we will have independent access to the information and data entered into or produced by the Technology System and we can use the same in any way we deem appropriate, including sharing it with our Related Parties and third-party vendors. You are responsible for obtaining appropriate client consent, as well as all necessary rights in the Client Information, to ensure you and we may process Client Information as provided in this Agreement. You must also have high-speed Internet access. You must use a dedicated email account for the Office. If you or someone you employ does not have the expertise, you must obtain a maintenance contract with a reputable vendor for the provision of support and maintenance services for the Technology System. You must comply with all laws applicable to your use of the Technology System, including payment card industry (PCI) requirements.

You may be required to purchase certain equipment, hardware or services or license software or other technology directly from us, our Related Parties, or a third party we designate, at your own cost, and you also may be required to sign license or user agreements and pay additional licensing or other fee(s) in connection with your use of such services, software or other technology. All right, title and interest in and to the software and technology will remain with its licensor. You will be liable for all damages and losses (under this Agreement, any other license agreement you execute, and under applicable law) caused by your use of any software or technology on the Technology System. As to any malfunctioning of the Technology System or any website as further described in Subsection 6.F.(2), neither we nor a Related Party will be liable to you for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, such as, but not limited to, loss of revenue or anticipated profits or lost business, even if you have advised us that such damages are possible as a result of any breach or malfunction. You agree that, without our prior written consent, you may not use Confidential Information in connection with any Technology System that leverages artificial intelligence or machine learning models.

(2) Data Protection and Data Incidents. You must secure the Technology System and protect it from viruses, malware, spyware, malicious code, communication disruptions, Internet access and content failures, and social engineering and other attacks by unauthorized parties, including by timely installing all updates and upgrades and maintaining anti-virus systems and firewalls. In connection with your compliance with Privacy Laws (as defined in Subsection 11.D.(1)), you must (i) maintain reasonable physical, technical and administrative safeguards for client information in your possession or control to protect the same from unauthorized access or use; (ii) refrain from any action or inaction that could cause us to breach any Privacy Laws; and (iii) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with Privacy Laws. In the interest of protecting the Motto brand, you must notify us immediately of any data or security incident related to your Office (including any unauthorized access to your Technology System, the breach of any requirements regarding client information or any Privacy Law, or the theft or loss (or apparent or alleged theft or loss) of client information), and specify the extent to which personal information may have been compromised. You must also, at your expense, retain a qualified independent data security expert ("**remediation expert**") to assess the nature and scope of the incident. If we request, you agree to provide us with a written report detailing the remediation expert's findings. You agree to fully cooperate with us with respect to any media statements and management of any such incident, including fact finding or mitigation/defense actions we deem advisable (see also Crisis Communications, Subsection 11.D.(4)) and keep us informed about the status of the incident, including identifying all steps you take to remedy and resolve the matter.

(3) Participation in Internet Websites or Other Online Communications. We may require you, at your expense, to participate in our Motto website on the Internet, our intranet and/or extranet system or other online communications as we may from time to time prescribe. We have the right to determine the content and use of our website and intranet or extranet system and establish the rules under which franchisees may or must participate. We will post your Office contact information on our website. We reserve the right to pre-approve and establish rules, procedures and policies relating to any website and social media account that you create or use for the operation of your Office. We retain all rights relating to our website, intranet system and social media accounts and may alter or terminate our website, extranet system or intranet system, or any social media accounts. Your general conduct on our website, social media accounts, intranet or extranet system or other online communications and specifically your use of the Marks or any advertising on any website or social media account is subject to the provisions of this Agreement and other terms and conditions we from time to time specify. You acknowledge that certain information related to your participation in our website, social media accounts, extranet system or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website, social media accounts, and intranet or extranet system, or otherwise use the Marks or System on the Internet or in other online communications, will terminate when this Agreement expires or terminates. You acknowledge and agree that you do not have any right to use the Marks or other Intellectual Property of the System on any website or any social media platform except in strict compliance with our specifications as provided in the Office Materials or as expressly approved by us in writing.

(4) Other Resources. Throughout the Term, we may make available to you other valuable systems, programs and platforms that are optional for you to use (collectively, "**Optional Resources**"), including educational and/or motivational programming, customer relationship and content management tools, lead routing tools, tools for creating promotional materials (including social media posts, branded brochures and video advertising campaigns) and an online store for Approved Supplies offered by approved suppliers. Optional Resources may include proprietary and third-party systems, and your use of Optional Resources is subject to the applicable terms and conditions we (or a third-party licensor) specify from time to time. We may charge fees for your use of certain Optional Resources. We are not obligated to maintain any of the Optional Resources—or the services offered through them—and may modify, discontinue or replace them or add to them at any time without notice or liability to you. From time to time, we may designate an Optional Resource as a required Technology System or other required component of the System, in which case you will be required to implement and use the same, at your own cost.

G. Loan Origination Commissions. You understand and agree that you (and/or your Loan Originators) solely determine the Loan Originator commission rates for your Office independently from any other Motto office or another competitor and we do not set such rates or plans. You understand that commission rates are fully negotiable and not set by law or by us.

7. MANAGEMENT OF THE OFFICE AND TRAINING.

A. Organization of Franchisee; Guaranty. You agree that during the Term the only business you (i.e., the Franchisee) will conduct will be the development, ownership and operation of the Office. If you are a Business Entity, you and each Owner (i) further represent and warrant that (1) Franchisee is duly organized and validly existing in good standing under the laws of the state of its organization, (2) it has the authority to execute, deliver and carry out all of the terms of this Agreement, and (3) the Ownership and Management Information form (attached hereto as **Exhibit B**) sets forth true and accurate information as to ownership and management of Franchisee; and (ii) agree to (1) promptly notify us of any changes to the Ownership and Management Information, which changes are subject your compliance with the transfer restrictions of Section 12, and (2) prior to executing this Agreement and thereafter upon our request, provide us with copies of your governing documents (including, without limitation, certificate of incorporation, articles of organization, by-laws, partnership and/or operating agreements, buy-sell agreements, trust documents and any other relevant documents we may request, and all amendments thereto).

Each Principal Owner, and each other Owner that holds at least a 5% ownership interest in you must execute a Guaranty and Assumption of Obligations, in the form attached to this Agreement, undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. (If no one Owner holds at least a 5% ownership interest in you, we may designate the Owners required to sign such a guaranty.)

B. Management of Office.

(1) Manager. You (if you are an individual), or if you are a Business Entity, your Principal Owner or, if we so approve, a non-owner manager, must (a) at all times during the Term hold a valid mortgage license or such other state license as may be required to act as the designated or managing broker of record under whose license the Office will conduct the Authorized Services; (b) devote full-time and best efforts to the management and supervision of the day-to-day operations of the Office, including supervising, training and managing of all Loan Originators; (c) comply with applicable laws and regulations affecting mortgage brokers and Loan Originators; (d) complete our training program; (e) be designated on **Exhibit B** as the Manager; and (f) not be associated with any other mortgage brokerage, absent express written permission from Motto Franchising, LLC. If you appoint a replacement Manager, such Manager must meet all of the requirements of this Agreement (including this paragraph), and you must immediately notify us of the identity of the new Manager.

(2) Staffing. You must hire or engage a sufficient number of competent and trained employees and Loan Originators to ensure efficient service to clients. You are solely responsible for ensuring that your employees and Loan Originators receive adequate training and education; and ensuring they obtain and maintain the necessary licensure in order to carry out any Authorized Services for your Office. No employee of yours or Loan Originator will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from you to us. You agree to cause each of your Loan Originators to comply with the provisions of this Agreement and you are responsible for any of your Loan Originators' breach of this Agreement. You acknowledge and agree that we have the right to send communications to your Loan Originators regarding the tools, services and benefits we provide to the Motto Network.

C. Training and Education; Conferences.

(1) Initial Training. You must comply with all of the training and/or education requirements we prescribe. You, or if you are a Business Entity, your Principal Owner and the Manager (if separate from the Principal Owner) must attend our initial education program (referred to as the "Motto 101" program) and complete it to our satisfaction within 30 days of the Agreement Date or prior to Office opening, whichever comes first. You must pay all costs and expenses, including hotel and transportation costs, you incur in attending our training and education programs. If it becomes necessary for a certain individual to repeat a training or education program, we reserve the right to charge you a fee. You also must pay all costs and expenses for any additional personnel who attend our education programs. The education and training requirements may vary depending on your experience and other factors specific to your Office. If you are given notice of default that relates, in whole or in part, to your failure to meet our operational standards, we may

require that, as a condition of curing the default, you, at your expense, comply with the additional training or education requirements we prescribe. Under no circumstances may you permit management of the Office operations on a regular basis by a person who has not successfully completed to our reasonable satisfaction all applicable training or education we require.

(2) Ongoing Education and Consultation. We may make available to you, either at the Office or via video conferencing, certain consultation and guidance (including publications and other materials) relating to the Motto System. We may charge you, and you agree to pay, our per diem rate and all travel, lodging, meals, and related expenses incurred by us for any consulting services provided to you beyond the services ordinarily provided by us to Motto offices. The time and frequency of any such services will be subject to the availability of our personnel. We may also require you and other key employees of the Office to attend ongoing educational seminars at our headquarters or other locations we designate. Nominal fees or charges may also be assessed for educational and certification classes for obtaining professional credits. If you request education in addition to the initial education program identified above, we reserve the right to charge you a fee, plus you must pay your costs and expenses in connection with such education.

(3) Conferences and Meetings. You are strongly encouraged to actively participate in and attend all conferences, meetings and retreats we organize for franchisees, and you agree to pay any associated registration fees, in addition to the travel, meals, lodging, and entertainment expenses you and any other attendee from your Office incur while participating in a Motto conference, meeting or retreat.

(4) Any education programming or resources provided by us to any of your Loan Originators are optional and will be limited to education regarding the delivery of Authorized Services to clients in a manner that reflects the standards of the System. You are, and will remain, solely responsible for your employees and Loan Originators and you are the sole employer of your employees at all times, including during all training and education programs, and you are solely responsible for all employment decisions and actions related to your employees.

8. MARKETING AND PROMOTION.

A. Your Obligation. You agree to actively promote and advertise the Office and to abide by our advertising, marketing and promotional requirements. All of your advertising, marketing and promotional activities, programs and materials must be completely factual and conform to the highest standards of ethical and truthful advertising, our System standards, and applicable laws.

B. Marketing Fund.

(1) We have established a marketing, advertising and promotion fund for Motto offices (the "**Marketing Fund**") and we manage and administer the Marketing Fund. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligation to you or any other franchisees with respect to it. We will have the right to make disbursements from the Marketing Fund for costs and expenses incurred in connection with formulating, developing, implementing and administering national, international, pan-regional, regional and local marketing, advertising, public relations and promotional campaigns and programs and related materials and activities, consumer surveys, and technology-related services, including development and maintenance and administrative costs. We have the right to determine the methods of marketing and advertising, the media employed, the contents, and the terms and conditions of marketing campaigns and promotional programs. You understand that the Marketing Fund is intended to maximize public recognition of the Motto Marks and the System and services offered by Motto

offices. Because of the methods used, we are not required to spend a prorated amount on each Motto office or in each advertising market and we are not obliged to ensure that any Motto office will benefit directly or in proportion to its contribution to the Marketing Fund, from the development of marketing and advertising materials, or the placement of advertising. Examples of possible uses include: national, regional and local television, video, radio, billboard and other out-of-home media advertising, print, digital, social, and other media campaigns, as well as technology (which may include, without limitation, costs related to the development, operation, and maintenance of our website and/or Motto office and loan originator websites; lead and customer relationship management solutions; mobile applications; and/or our marketing tools and platforms). The disbursements from the Marketing Fund may include payments to us for the expense of administering the Marketing Fund and developing, directing and conducting the Marketing Fund programs and activities, including accounting expenses, travel expenses and salaries and benefits paid to our employees engaged in the administration and operation of the Marketing Fund or otherwise providing services with respect to the Marketing Fund, including conducting market research and preparing marketing materials, and collecting and accounting for Marketing Contributions and expenses. We may increase the Marketing Contribution by up to 10% each year commencing 12 months from the date that you open your Office.

(2) All monies collected and disbursed by the Marketing Fund, including any interest, dividends or other income earned on these monies, will be accounted for separately from Motto Franchising, LLC's other funds. It is possible that not all funds contributed to the Marketing Fund during a fiscal year will be spent that year; funds not spent by the end of the fiscal year will be carried over to the next fiscal year until these excess funds are spent for the marketing, promotional, and technology purposes (but excluding administrative costs) described above. All Marketing Contributions become the non-refundable property of the Marketing Fund. We do not assume any direct or indirect liability or obligation to you with respect to collecting amounts due to the Marketing Fund or related to our maintenance, direction or administration of the Marketing Fund, including with respect to the efficiency or effectiveness, if any, of the Marketing Fund in enhancing the Marks, the Motto brand or System or advancing the business interests of a franchisee or franchisees in general. We have the right, but not the obligation, to cause the Marketing Fund to be operated through another entity separate from us, and any such successor entity will have all of our rights and duties under this Section. We may use collection agents and institute legal proceedings at the Marketing Fund's expense to collect Marketing Contributions. We also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund.

C. Motto Marketing Content. We may make available for your use certain marketing and promotional content, including templates, e-mail marketing materials, social media content, images and videos ("**Motto Marketing Content**"). You agree to: (i) use the Motto Marketing Content (a) in compliance with our System standards and requirements (as set forth in the Brand Identity Manual), applicable law, and, if applicable, the requirements of any applicable third-parties and (b) only to promote and advertise the Office and the Authorized Services and not in any manner that may harm or disparage the Marks or Motto Franchising LLC, its Related Parties or their respective officers, directors, employees or owners; and (ii) upon any expiration date(s) we set for such Motto Marketing Content, immediately delete, destroy, and otherwise stop using any products, materials or content (including any that is developed or purchased by you) that uses any portion of such expired Motto Marketing Content. If you modify the Motto Marketing Content in any manner, including, but not limited to, adding your business contact information or localized advertising claims regarding the Office, its market presence, market share, or other claimed achievements, you are solely liable for, and agree to indemnify us, in accordance with Section 11.G., for any Claims that such content or its use violates any applicable laws or any third-party rights, including due to copyright infringement, unfair competition or false advertising.

9. RECORDS AND REPORTS.

A. Accounting and Records. You must compile and keep books and records that accurately reflect the operations and financial condition of the Office using record keeping and accounting systems and methods that we may periodically prescribe. You must preserve the books and records for the longer of (i) five years from creation or (ii) such period as required by law. All books and records of the Office shall be maintained at the Premises.

B. Reports.

(1) You agree to timely submit to us, via LBS, complete and accurate information regarding the following:

a. Within five (5) days after the end of each calendar month, the Office's gross revenue, volume, and related data for the preceding month, including, but not limited to, number of mortgage transactions, number of closed units, dollar volume, and lender paid compensation; and the name of each Loan Originator associated with the Office during the preceding month,

b. Within five (5) days of your submission of your quarterly Mortgage Call Reports ("**MCR**s"), or amended MCRs, to the NMLS, you must also provide to us complete, accurate, and timely copies of i) all of your MCRs (as filed with the NMLS), and ii) all annual MCRs (as filed with the NMLS).

(2) You agree to furnish to us, in the format and content we prescribe from time to time, the following reports, verified and signed by you or your financial officer:

a. Within 90 days after the end of each fiscal year during the Term, financial statements for the Franchise for the then-completed year, including a balance sheet and a profit and loss statement; and

b. Such other reports as we may require from time to time.

Subject to compliance with applicable law, we may use any information, data or other materials supplied or made available by you pursuant to this Section for any reason that we deem appropriate.

10. INSPECTIONS AND AUDITS.

A. Audit Right. For the sole purpose of verifying whether you are complying with your payment and reporting obligations under this Agreement, we or our authorized representative have the right, at any time during business hours, to enter the premises where the books and records of the Franchise are kept and inspect, audit and examine (collectively, "**audit**") the same, including financial statements and reports; income, sales and other tax records and reports; payroll records; Loan Originator, client and transaction databases and other business records that are necessary for purposes of conducting the audit. As part of any such audit, we also have the right to interview Office personnel and to review electronic records maintained on your Technology System. We have the right to exercise the foregoing rights with respect to any other business, including any Excluded Business, (i) in which you or your Owners have an ownership or management interest, if we reasonably believe that you have failed to comply with your reporting and/or record keeping obligations hereunder and/or the terms of any Ancillary Services Addendum; (ii) that operates at the same location as the Office; and/or (iii) that we believe may be using the Motto Marks. You must provide reasonable cooperation, and you must ensure that everyone associated with your Office cooperates with us and our representatives in connection with any audit conducted pursuant to this Section, and you agree that we may take photographs, videos, or other electronic recordings during an audit. The audit right hereunder shall not be construed as conferring upon us possession, custody, or control of your books, records, or data for any purpose. We will provide you with 48 hours' notice of any audit, except if we reasonably believe that an illegal or unethical conduct has taken place that adversely affects—or is likely to adversely affect—the reputation of the Motto brand or the goodwill associated with the Marks.

If an audit reveals an understatement of any amounts owed to us, you must pay us, within 10 days after receipt of the audit report, all such amounts owed, plus interest, as provided in Subsection 5.E.(3), from the date originally due until the date of payment. Further, if an audit is made necessary by your failure to timely furnish reports or other information to us as required by this Agreement, or if an understatement of any amounts owed to us for any 3-month period is determined by the audit to be greater than 5%, or the audit reveals unlawful conduct or another breach of this Agreement, you must reimburse us for the cost of the audit, including the charges of any of our representatives (including independent accountants) and the travel expenses, room and board, and compensation of our employees, in addition to all other remedies and rights we may have under this Agreement and/or under applicable law.

B. Credit Report and Background Check. You authorize each applicable governmental authority regulating mortgage brokerage practices to release to us all records and information it maintains for you and your Office, including the names of Loan Originators licensed with your Office, complaints filed against you or anyone associated with your Office, and information pertaining to any disciplinary actions taken against you or anyone associated with your Office. You also authorize us to obtain a credit report, criminal background check, and/or asset investigation, on you and/or your Owners at any time (including up to one year after the expiration or termination of this Agreement) and for any reason, including but not limited to, us making decisions relating to the enforcement of this Agreement. You agree to fully cooperate with us in accessing information we are authorized to obtain pursuant to this paragraph, including by providing us with such information, executing such documents and taking such other action as we may deem necessary.

11. YOUR OTHER OBLIGATIONS.

A. Confidential Information. You acknowledge that in connection with and as a result of operating your Office under this Agreement, you will have access to and become aware of Confidential Information, which, for purposes of this Agreement, together with all Intellectual Property rights therein, is owned by Motto Franchising, LLC and its Related Parties. You further acknowledge that the Confidential Information was unknown to you prior to becoming a Motto franchisee, and that the unique and proprietary combination of know-how, methods, and operational information that you become aware of as a result of operating your Office, developed by Motto Franchising, LLC and licensed to you by us for the operation of the Office, are distinctive to the mortgage brokering business conducted by Motto offices and provides a competitive advantage to Motto offices. You may not use Confidential Information for any purpose other than operating the Office hereunder during the Term. You may not, during the Term or thereafter, communicate or divulge any Confidential Information to any person or entity except to those of your employees and Loan Originators who must have access in order to conduct the business of the Office; provided that they agree in writing to confidentiality restrictions consistent with this Section. In the interest of protecting the System, we may require you to obtain nondisclosure and confidentiality agreements in a form satisfactory to us from your Owners (if Franchisee is a Business Entity), your spouse, your Manager and other key employees and to provide executed copies to us upon our request.

B. Non-Competition Covenants. You acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Motto franchisees and between us and Motto franchisees if you were permitted to engage in other businesses competitive with Motto offices or with us. Accordingly, you agree to the following noncompetition covenants and agree that the following noncompetition covenants are reasonable and necessary to protect the System's legitimate business interests and assets, including its Confidential Information, Intellectual Property, and customer goodwill:

(1) Unless otherwise specified, the term "**you**" as used in this Section 11.B. means and includes, collectively and individually, (a) if you are a Business Entity, the Business Entity, all guarantors and all Owners, as well as any spouse/domestic partner, children, parents and siblings of any guarantor and Owner, or (b) if you are an individual, the individual and the individual's spouse/domestic partner, children, parents, and siblings.

(2) You promise that during the Term, and during any Holdover Period (if applicable), you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person or Business Entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business (as defined below). You agree to impose the same restriction on all of your Loan Originators (including the Manager).

(3) You promise that you will not, for a period of one year after the expiration or earlier termination of this Agreement, or after the expiration or termination of any Holdover Period (as applicable), regardless of the cause of termination, or within one year of a Transfer of the Office or any interest in you (the "**Restricted Period**"), either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or Business Entity, own, manage, operate, maintain, engage in, or consult with or have any interest in, a Competitive Business that is located within a five-mile radius of any Motto office.

Nothing in this Subsection shall be deemed to restrict your affiliation solely as loan originator with a mortgage brokerage business; provided, however, that, if you join a brokerage business as a loan originator, during the Restricted Period you may not receive a revenue stream with respect to current or former Loan Originators who also join such brokerage. Notwithstanding the foregoing, the post-term noncompetition covenant in this Subsection 11.B.(3) does not apply if this Agreement expires without renewal after you have properly given us a notice, in accordance with Section 3.B., that you do not wish to renew the Franchise.

(4) For purposes of this Agreement:

"Competitive Business" means any business that (i) is a mortgage brokerage business (including a virtual mortgage brokerage) other than a Motto brokerage business operated under a franchise agreement with us, a Related Party or our designated subfranchisor; (ii) is a licensor, franchisor or multi-office business that competes with Motto Franchising, LLC; (iii) offers any product or service that (a) comprises a part of our System; (b) is the same as or similar to any product or service then-offered by Motto offices; or (c) otherwise directly or indirectly competes with the products and services offered by Motto offices or Motto Franchising, LLC.

(5) In addition, you agree that during the Term and during the Restricted Period, you will not, without our prior written consent, directly or indirectly, for yourself or on behalf of any other person, divert, or attempt to divert, any business or client of the Office or any other Motto office away from the Motto Network.

(6) You agree that the length of time in paragraph 11.B.(2) above will be extended for any period during which you are in breach of the non-compete covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants

in this Section 11.B. will be construed as independent of any other covenant or provision of this Agreement. To the extent you successfully contest the validity or enforceability of any part of this Section 11.B. in its present form predicated upon the area of coverage, this provision will not be deemed invalid or unenforceable, but will instead be deemed modified, so as to be valid and enforceable, to provide coverage for the maximum scope that any court of competent jurisdiction will deem reasonable and necessary to protect our legitimate interests.

C. Insurance. Prior to commencing the operations of the Office, you must obtain, and, at all times during the Term, maintain in force, at your sole expense, such insurance coverage that we from time to time require.

(1) Insurance Coverage. As of the Agreement Date, we require the following minimum coverage, as more specifically described in the Office Materials: (a) comprehensive general liability insurance of not less than $2,000,000 per occurrence and annual aggregate; (b) mortgage errors and omissions professional liability insurance of not less than $1,000,000 per occurrence and annual aggregate; (c) automobile liability insurance covering owned, hired and non-owned vehicles with combined single limits of $1,000,000; (d) workers compensation insurance in amounts prescribed by law, and employer's liability with a limit of $1,000,000 each accident/disease and in aggregate; (e) cyber/network security and privacy liability insurance of not less than $1,000,000 combined single limit (if, after using your best efforts, you are unable to obtain coverage of $1,000,000 due to the size of your Office, then in an amount that is appropriate for the size of your Office, but in no event should the combined single limit be less than $500,000); (f) any insurance coverage required by the Office lease or a lender; and (g) any additional insurance coverage that may be required by law. We also recommend that you obtain and maintain media liability insurance and employment practices liability insurance. From time to time, we may change the minimum amount of coverage required and/or require different or additional types of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other conditions, as provided in the Office Materials, and you agree to implement such changed requirements. You may satisfy the insurance coverage limits through an umbrella policy that meets all the requirements of this Section 11.C.

(2) Additional Requirements. All required insurance policies must (i) commence the day the Office begins business operations; (ii) name RE/MAX Holdings, Inc. and Motto Franchising, LLC (and other Related Parties that we may designate, as well as our and their respective officers, directors, and employees) as additional insureds; (iii) provide primary and noncontributory insurance coverage to additional insureds; (iv) contain a waiver by the insurance carrier of all subrogation rights against the additional insureds; and (iv) contain a provision that we receive 30 days' prior written notice of termination, expiration, cancellation, or modification of any such policy. You agree to obtain insurance policies from an insurance company with an A.M. Best's rating of at least an A- and an A.M. Best's financial size category of at least VIII. You must furnish to us or our designee a copy of the certificate of insurance at least 30 days prior to Office opening and thereafter annually (or at each renewal or extension) or at our or our designee's request. We may designate an insurance agency or broker that you must use, at your expense, to comply with your insurance obligations hereunder, which may be us or a Related Party. Your obligations under this Section shall not be limited in any way by reason of any insurance that we or our Related Parties maintain, nor will the requirements of this Section be deemed to limit in any manner the liabilities and obligations assumed by you under this Agreement, including, without limitation, your indemnification obligations. If you fail to obtain or maintain any required insurance coverage, we may, in addition to any other rights and remedies we may have under this Agreement, obtain such insurance coverage on your behalf (although we are under no obligation to do so), and you must reimburse us, on demand, for any costs and premiums we incur.

(3) Loan Originators' and Third Parties' Coverage. You must ensure that each Loan Originator is either covered by the insurance coverage referenced in clause (a), (b) and (c) of Subsection 11.C.(1), or the Loan Originator obtains the same insurance coverage on their own behalf. In addition, all third parties that you hire to provide any services related to the Office operations shall provide evidence of general liability, automobile liability, workers' compensation and employer's liability coverage, and other coverages as we may deem necessary. Each such coverage shall be in favor of you and Motto Franchising, LLC and shall include additional insured status, primary and non-contributory coverage, and a waiver of subrogation as provided above in this Section 11.C.

(4) Tails Coverage. You agree to purchase an extended reporting period endorsement (also known as "tails coverage") on your errors and omissions insurance, covering a period of three years after the expiration or earlier termination of this Agreement, and provide us with evidence of same within 30 days of the expiration or termination. If you fail to obtain such coverage, we have the right (but not an obligation) to obtain it on your behalf, in which case you must promptly reimburse us for the cost thereof as well as related administrative expenses.

D. Compliance with Laws and Good Business Practices; Notice Obligations.

(1) You must obtain and maintain in force all required licenses, permits and certificates relating to the operation of the Office and operate the Office in full compliance with applicable laws, including, without limitation, laws relating to mortgage brokerage businesses, mortgage brokers and loan originators; occupational hazards, health, workers' compensation and unemployment insurance and the Americans with Disabilities Act; the Truth In Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act (commonly known as RESPA), the Fair Housing Act, the Gramm-Leach-Bliley Act, the Consumer Financial Protection Act, the Secure and Fair Enforcement for Mortgage Licensing Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing Sales Rule; laws that regulate data privacy and security, including the processing, protection, and security of personal information and use, storage, transmission, and disposal of data, including breach notification laws (collectively, "**Privacy Laws**"), as well as other anti-solicitation laws regulating phone calls, texts, spamming, and faxing.

You agree to notify us in writing within 5 days of the receipt of any notice of violation of any law relating to the Office or its Loan Originators, or the commencement of any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, including the commencement of any audit or investigation by a regulator, relating to the Office or its Loan Originators, or the suspension or revocation of the Manager's mortgage license.

(2) Highest Ethical Standards; Resolution of Client Complaints. In all dealings with clients, suppliers, us, Related Parties and the public, you must adhere to the highest standards of honesty, professionalism, integrity, fair dealing and ethical conduct. You agree to promptly respond to all complaints received from clients or other individuals, to resolve any disputes in a reasonable business manner and take such steps as may be required to ensure positive client relations. You agree to refrain, and to ensure that your Loan Originators and any other persons associated with your Office refrain, from any business or advertising practices that may be injurious to our business and the goodwill associated with the Marks and the System.

(3) Representations and Covenants Concerning Anti-Terrorism. You represent and warrant that neither you nor any Owner nor your or their property or interests are subject to being

"blocked" under any Anti-Terrorism Laws (or are otherwise identified as a "Specially Designated National" or a "Blocked Person" on any lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control or any successor governmental agency) and neither you nor any Owners are otherwise in violation of any Anti-Terrorism Laws. You and your Owners agree to comply with, and fully cooperate with us in our efforts to comply with, Anti-Terrorism Laws. You must notify us in writing immediately upon the occurrence of any event that renders the foregoing representations or covenants incorrect.

(4) Crisis Communications. In the interest of protecting the Motto brand, the Marks and the System, Motto Franchising, LLC has the absolute right, but not the obligation, to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and you agree to comply with and implement our directions in response to a Crisis with no liability to you or your Loan Originators as a result of our action or inaction. "**Crisis**" means an event or development that we determine may negatively impact the Motto brand in such a way that it may cause substantial harm or injury to the Motto Marks, the Motto System, reputation, or image.

E. Payment of Debts. You agree to (i) pay promptly when due all payments, obligations, assessments and taxes due and payable to us and our Related Parties, vendors, suppliers, lessors, federal, state and local governments, and creditors in connection with your Office business; (ii) promptly discharge and remove all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Office operations; and (iii) timely pay all accounts and discharge other indebtedness of every kind incurred by you in the conduct of the Office operations.

F. Independent Contractor Relationship.

(1) This Agreement does not create a fiduciary relationship between you and Motto Franchising, LLC. You are an independent contractor, and nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose whatsoever. All employees and Loan Originators hired or engaged by or working for you shall be your employees or agents only and shall not for any purpose be deemed employees or agents of Motto Franchising, LLC or its Related Parties nor subject to Motto Franchising, LLC's (or its Related Parties') control or right of control. No covenant shall be implied to vary or interpret the terms of this provision. You are not authorized to accept service of process or legal notices directed at Motto Franchising, LLC or any of our Related Parties. You agree to conspicuously identify yourself and the Office, in all your dealings with clients, suppliers, public officials, Office personnel, and others, as the owner of the Office pursuant to a franchise agreement with us, and also ensure your employees and Loan Originators conspicuously identify themselves and the Office in such dealings. You shall display prominently at the Office and in your marketing and advertising materials the statement "Each Office Independently Owned and Operated" (or such other statement as we may require from time to time) in compliance with the standards set forth in the Brand Identity Manual. You may not make any express or implied agreements, warranties, guarantees or representations that bind or obligate Motto Franchising, LLC or its Related Parties, or incur any debt in the name of or on behalf of Motto Franchising, LLC or its Related Parties, or represent that the relationship between us is anything other than that of franchisor and franchisee.

(2) You understand and agree that we have no authority to exercise control over the day-to-day conduct of your business and the Office, including but not limited to, the time and manner in which you obtain mortgage loan origination business, the commission rates charged by the Office, the commissions negotiated between you and your Loan Originators, the details of the work performed by you or your employees and Loan Originators, the hiring (or engagement) and termination of your employees and Loan Originators, or the compensation and benefits, tax

withholdings, working hours or conditions, or the day-to-day activities of such persons. You understand and agree that (i) your employees and Loan Originators are under your sole control, and (ii) Motto Franchising, LLC is not the employer or joint employer of your employees or Loan Originators. You must communicate clearly to your employees and Loan Originators in all dealings, including, without limitation, your written and electronic correspondence, paychecks, and training and other materials, that you (and only you) are the employer of your employees and that we are not their employer or the employer of your Loan Originators. All activity within the Office will be determined by you in your own judgment, subject only to applicable laws, the terms of this Agreement, and the mandatory provisions of the Office Materials (including, without limitation, the Brand Identity Manual).

G. Waiver/Indemnification. You waive any and all Claims (as defined below) against us arising in any way out of: (i) this Agreement; (ii) you or your employees or Loan Originators servicing of clients under this Agreement or any other contracts; (iii) you or your employees' or Loan Originators' actions or omissions; or (iv) the operation of your Office or your business. Except to the extent otherwise provided in Section 4.F., you agree, at your sole expense, to defend, fully protect, indemnify and hold harmless, us, our Related Parties, and our owners, directors, officers, members, managers, employees, attorneys, successors and assigns (collectively, "**Franchisor Parties**"), from any and all claims, demands, damages, assessments, violations, interest, causes of action, lawsuits, liens, and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Office or your business (regardless of cause or any concurrent, superseding or contributing fault, liability or negligence of us, our Related Parties, our owners, customers and the owners of any real property with respect to which you provide services), your, your employees' and independent contractors' actions or omissions, or your breach or failure to comply with any of the terms or conditions of this Agreement (collectively, "**Claims**") even if the Claims arise or are brought or filed after transfer, termination or expiration of this Agreement. You agree to cooperate with Franchisor Parties in the defense of, and not to settle or compromise, without our prior written consent, any Claims to which Franchisor Parties are a party, or which may affect their interests. You agree to waive all rights of subrogation against Franchisor Parties. We reserve the right to select our own legal counsel to represent our interests, and you agree to reimburse us for our costs and attorneys' fees immediately upon our request. Your indemnification obligations continue in full force and effect after, and notwithstanding, the transfer, expiration or termination of this Agreement.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, you will, at your sole expense, defend, fully protect, indemnify and hold harmless, Franchisor Parties, from any and all Claims arising in any manner, directly or indirectly, out of or in connection with or incidental to the actions or omissions of your employees or independent contractors or allegations that we are the joint employer of your employees or Loan Originators.

12. TRANSFER AND ASSIGNMENT.

A. Transfer by Motto Franchising, LLC. We have the right to sell or assign, in whole or in part, our interest in this Agreement without prior notice to you and without your consent.

B. Transfer of Franchise. We have entered into this Agreement in reliance upon your and your Owners' character, skill, aptitude, experience, and managerial and financial qualifications as being essential to the satisfactory operation of the Office. Accordingly, neither this Agreement, the Franchise, all or a substantial portion of the assets of the Franchise or Office, nor any Interest (as defined below) belonging to you or your Owners may be voluntarily, involuntarily, directly or indirectly, sold, leased, conveyed, given away, subfranchised, sublicensed, pledged, mortgaged, assigned, transferred, encumbered or otherwise disposed of (including, without limitation, by will, inheritance, declaration of or transfer in trust, by operation of law or any other arrangement (including merger, reorganization, or as a result of death, disability, divorce, insolvency or bankruptcy) pursuant to which you turn over all or part of the daily operation of the Office to a person who shares in the losses and profits of the Office in a manner other than as an employee) (collectively, "**Transferred**", and any such event, a "**Transfer**") by you or your Owners unless (i) you have tendered to us the right of first refusal to acquire this Agreement in accordance with Section 12.H. and we do not exercise such right; (ii) our prior written approval is obtained and (iii) the transfer conditions under Section 12.C. or Section 12.D., as applicable, are satisfied. Any Transfer in violation of this Section 12 will have no effect and constitute a breach of this Agreement. An "**Interest**" means shares of your stock or securities convertible into shares of your stock (if you are a corporation); proprietorship, partnership, membership or other ownership interest (if you are another Business Entity); or any other equitable or legal right in or to any shares of such stock or in any such proprietorship, partnership, membership or other interest.

C. Conditions for Transfer of Less-than-Controlling Interest. If you or your Owners propose to Transfer an Interest(s) that collectively represents less than 50% of the equity ownership and voting power of Franchisee, we will not unreasonably withhold our consent to such a Transfer; provided that it is to a transferee who meets our qualifications for an owner of a Motto office; and provided that we may impose any and all of the conditions set forth in Section 12.D. below as we deem appropriate under the circumstances.

D. Conditions for Transfer of Controlling Interest. If you or your Owners propose to Transfer this Agreement, the Franchise, substantially all of the assets of the Franchise, or collectively a 50% or greater Interest in the Franchisee ("**Controlling Interest**"), we will not unreasonably withhold our consent if you meet the below conditions:

(1) you and your Owners must be in compliance with the terms and conditions of this Agreement, including compliance with the Office Materials, and any other franchise or other agreements you or your Owners may have with us;

(2) you must pay all amounts owed to us, our Related Parties and your suppliers, including all outstanding amounts under any promissory note;

(3) at least 30 days prior to the date of the proposed transfer, you must submit to us all proposed transfer documents, including any purchase and sale agreement to be executed in connection with the Transfer, which documents must be acceptable to us with respect to matters relevant to the Franchise, this Agreement, and your rights and obligations hereunder. You agree that we may confer with the proposed transferee and furnish them with information concerning the Office and the proposed Transfer without being held liable to you, except for intentional misstatements made to the transferee;

(4) the transferee(s) must meet our then-current requirements for new franchisees and must submit to us such financial and other information as we may require to confirm the same; and the transferee(s) must execute a form authorizing us to obtain a consumer report and to conduct a credit and background check;

(5) the transferee(s) must complete to our satisfaction our training program;

(6) if your lease for the Premises requires it, the landlord of the Premises must have consented to the assignment of the lease to the transferee(s);

(7) you must pay us a transfer fee of $2,500 plus reimburse us for any administrative and legal expenses which we may incur in connection with evaluating the proposed Transfer;

(8) the transferee(s) must execute our then-current form of franchise agreement (including related addenda and agreements), and its owners must execute a personal guaranty. The new franchise agreement shall provide, at Motto Franchising, LLC's determination, for either a term coinciding with the remainder of the Term or a term consistent with the term of franchise agreements granted by us at the time of the Transfer, and in the latter case, the transferee(s) will also pay us a renewal fee upon execution of the franchise agreement;

(9) you and your Owners must execute a general release of all claims arising out of or relating to this Agreement, the Office and the parties' business relationship, in the form we designate, releasing us and our Related Parties;

(10) you must purchase an extended reporting period endorsement on your errors and omissions insurance covering a period of 3 years from the date of Transfer as required under Subsection 11.C.(4);

(11) the transferee(s), at its expense, must have agreed to upgrade the Office within the timeframe we specify to conform to our then-current standards and specifications for Motto Franchising offices; and

(12) you have complied with any other conditions that we reasonably require from time to time as part of our Transfer policies. You agree that following any Transfer hereunder, you and your Owners will continue to be subject to the noncompetition covenant under Section 11.B., and, as applicable, any Owner exiting the Franchise in connection with the Transfer must comply with all applicable de-identification obligations under Section 14.

Notwithstanding the foregoing, we reserve the right to withhold our consent to a proposed Transfer to: (i) a banking or other financial institution, mutual fund company, insurance company, mortgage company or a title company; or (ii) a transferee offering products or services that directly or indirectly compete with the products or services offered by Motto offices or us, or that are designed to bolster other business activities as opposed to focusing primarily on the Motto mortgage brokerage business, including without limitation, real estate, title, insurance, relocation or franchising services.

E. Operational Control – Trust. If you are a trust or are owned by a trust, your guarantor(s) must, at all times, directly (i) control all aspects of the operation of the Office; and (ii) serve as trustee of the trust and retain sole control over the voting of the trust's equity interest in Franchisee. You acknowledge and agree that: (a) if the guarantor(s) do not maintain operational control of the Franchise, Franchisee and the trust, such an event will constitute a Transfer requiring you to comply with all applicable provisions of this Section 12; and (b) if the guarantor(s) desire to turn over operational control of the Franchise, Franchisee or the trust to one or more trust beneficiaries, such beneficiaries must satisfy all Transfer conditions under Section 12.C. or 12.D., as applicable. We reserve the right to decline to approve a Transfer to an irrevocable trust.

F. Involuntary Transfers.

(1) Death, Incompetency or Permanent Disability. Upon the death, incompetency, or permanent disability of you (or if you are a Business Entity, the Principal Owner) rendering you unable to operate the Office for the remainder of the Term, the executor, administrator, conservator or other personal representative ("**Personal Representative**") of such person may sell or transfer

his/her interest in this Agreement and the Franchise within a reasonable time, not to exceed 6 months from the date of death or determination of incompetency or permanent disability, to a person we have approved. Such sale or transfer, including, without limitation, transfers by a will or by inheritance, will be subject to all the Transfer conditions contained in this Section 12, including our right of first refusal. Alternatively, the Personal Representative, acting on behalf of Franchisee, may choose to close the Office and terminate this Agreement within that 6-month period; provided, that we receive a 60-day notice, all outstanding fees have been paid in full, and the parties sign a termination agreement in a form we prescribe. During that 6-month period, the Office must be under the primary supervision of a person who holds a valid state mortgage broker's license and otherwise meets our Manager qualifications. Failure to appoint such a Manager or to dispose of such interest as provided in this Subsection 12.F.(1) will entitle us to terminate this Agreement. If requested by us, you or your Personal Representative shall provide us with a written opinion from your medical doctor stating that you or the Principal Owner (or Manager, as applicable) are incompetent or have a permanent disability rendering you unable to operate the Office for the remainder of the Term.

(2) Divorce Proceedings. You must promptly notify us of any divorce proceedings that may result in a Transfer and comply with the Transfer conditions described in this Section 12 (including our right of first refusal).

G. Transfer to a Business Entity. If Franchisee is one or more individuals, then within 180 days of the Agreement Date, such individual(s) shall transfer this Agreement to a Business Entity in which all of such individuals collectively own 100% of the ownership interests. Such transfer will be subject to our approval and we will not unreasonably withhold our approval; provided that each Owner of the Business Entity owning at least 5% ownership interest executes a Guaranty and Assumption of Obligations in the form prescribed by us, agreeing to be bound by, and responsible for the performance of, all of the terms and conditions under this Agreement.

H. Right of First Refusal. If you propose to Transfer this Agreement or your interest herein or in the Office, in whole or in part, to a third party, as contemplated by Section 12.D., you first must obtain from the third-party offeror and deliver to us a statement, in writing, signed by the offeror and by you, of the binding terms of the offer. We then have 10 days from our receipt of the statement setting forth the third-party offer (and all other information requested by us) to accept the offer by delivering written notice of acceptance to you. We will have an additional 30 days to complete the purchase if we elect to exercise our right of first refusal. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however (and regardless of whether the following are inconsistent with the price and terms set forth in the statement) (1) we have the right to substitute equivalent cash for any noncash consideration included in the offer, (2) we will prepare the transaction documents for the Transfer, which will be on terms customary for this type of transaction (including representations and warranties, covenants, conditions, and indemnification), and (3) our purchase may be limited to any assets related to the Office. We may exercise our right of first refusal under this Section 12.H. through a designee.

If we fail to accept the offer within the 10-day period, you will be free for 60 days after such period to affect the disposition described in the statement delivered to us; provided such Transfer is in accordance with this Section 12, including obtaining our consent under Section 12.D. You may affect no other sale or assignment of you, this Agreement or the Franchise without first offering the same to us in accordance with this Section 12.H.

13. DEFAULT AND TERMINATION OF THE FRANCHISE.

A. Defaults; Suspension of Services. You are in default if we determine that you or any guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our Related Parties, which without limiting the generality of the foregoing includes (i) making any false report to us; (ii) intentionally understating or underreporting or failing to pay when due any amounts required to be paid to us or any of our Related Parties; (iii) conviction of you or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Marks or the Business, or any felony; (iv) filing of tax or other liens that may affect this Agreement; or (v) the filing of voluntary or involuntary bankruptcy by or against you or any guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

If you are in default hereunder, in addition to any other rights and remedies we may have hereunder and under applicable law, we may suspend, during the period of default, any or all benefits and services afforded to you and/or your Loan Originators, including, without limitation, access to software, technology and other platforms; and/or removal of your name and the names of your Loan Originators from the Motto Roster, from being eligible for Motto performance awards or rankings, referrals or attendance at our events.

If you are in default under this Agreement, we reserve the right to terminate your eligibility for any and all then-current and future Franchise Incentives, even if you cure the default.

B. Termination by Us. In addition to any other rights we may have under applicable law, we have the right to terminate this Agreement in accordance with the following provisions:

(1) Immediate Termination with No Opportunity to Cure. If any of the following defaults occurs, you will have no right to cure the default, and this Agreement will terminate effective immediately on our issuance of a written notice of termination:

(a) you and Motto Franchising, LLC, acting reasonably and in good faith, have not agreed on a location for the Office within 90 days of the Agreement Date;

(b) you fail to open the Office by the Required Opening Date;

(c) you, or if you are a Business Entity, your Principal Owner or Manager (as applicable), fails to timely and successfully complete our initial training program;

(d) you voluntarily abandon, lose the right to occupy the Premises, or fail to actively operate the Office under the Motto System, for a period in excess of 5 consecutive business days (other than due to force majeure) (collectively, an "**Abandonment**" or "**Abandon**");

(e) you engage or attempt to engage in an unauthorized Transfer in violation of Section 12;

(f) a voluntary or involuntary petition in bankruptcy is filed by or against you or an Owner (unless it ceases to be in effect within 20 days of filing) or you or an Owner is declared insolvent or all or a substantial part of your or an Owner's assets are assigned for the benefit of a creditor, or you admit inability to pay debts as they become due, or a custodian or another officer with similar powers is appointed temporarily or permanently for or over you or an Owner;

(g) a final judgment against you remains unsatisfied for 30 days or a levy of execution has been made upon you or upon any property used by the Franchise and it is not discharged within 5 days;

(h) your or your Principal Owner's (or Manager's, as applicable) mortgage license is suspended or revoked by a governmental or regulatory authority; or you, an Owner or anyone else associated with your Office materially violates laws or regulations applicable to mortgage brokerage and related activities or are convicted of or plead no contest to a crime or offense or engage in other conduct or activity that is illegal, unethical or dishonest or that we reasonably believe adversely affects or is likely to adversely affect the reputation or image of the Office, other Motto offices or Motto Franchising, LLC, or the goodwill associated with the Motto Marks or the System;

(i) you fail to comply with any law applicable to the operation of the Franchise within 10 days after notice from us or a governmental agency or such other cure period as specified by the agency;

(j) you or an Owner make a material misrepresentation or omission in your application for the rights granted by this Agreement or in other reports or information provided to us;

(k) you violate the non-competition covenant under Section 11.B.;

(l) you violate Subsection 11.D.(3) regarding Anti-Terrorism Law compliance;

(m) you are in default hereunder that is the third default of any type within a 12 consecutive month period even if the default(s) were cured; and

(n) you fail to comply with any other agreement between you (or your Owners) and us or a Related Party and you fail to cure the default.

(2) Termination After Opportunity to Cure. Except as provided in Subsection 13.B.(1): (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

(3) Effect of Other Laws. As provided in Section 15.J., the provisions of any valid applicable law prescribing permissible grounds, cure rights or minimum periods of notice for termination of this Franchise supersede any provision of this Agreement that is less favorable to you to the extent required by such law.

14. POST-TERM OBLIGATIONS.

Upon the expiration or termination of this Agreement, or the expiration or termination of any Holdover Period, as applicable, the following applies:

A. Reversion of Rights; Discontinuation of use of Intellectual Property. All of your rights to use the Marks and Intellectual Property and all other rights and licenses granted herein and the right and license to conduct business under the Marks will revert to us immediately upon such expiration or termination without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. Without limiting the foregoing, you must immediately, at your own expense:

(1) cease all use and display of, and refrain from adopting or using, the Marks and all other Intellectual Property (including any confusingly similar marks, including any marks that include "Motto," "Motto Mortgage" or any other term, logo or design that may create a possibility of confusion or question regarding your or your Owners' association with or sponsorship or endorsement by Motto Franchising, LLC), including in all meta tags, source code and website links, and not identify yourself as a current or former Motto franchisee or otherwise a part of the Motto Network; and

(2) remove or obliterate and refrain from using all interior and exterior Office signage, displays, trade dress and all other materials in your possession that bear any of the Marks or names, trade dress or material confusingly similar to the Marks.

You agree to immediately provide evidence (such as photographs) to us that demonstrates your compliance with these obligations. If you do not take the actions we request within 10 days after notice from us, you agree that we have the right to enter the Premises, if you retain possession, or to arrange entry with the owner of the Premises if you do not retain possession, and make the required changes at your expense and without liability to you or other third parties for trespass or any other claim, and you agree to reimburse us for those expenses on demand. You acknowledge and agree that by executing this Agreement, you grant Motto Franchising, LLC a power of attorney that enables it or its designees to take, on your behalf, any and all actions required to effectuate the provisions of this Section 14.A.;

(3) cease all advertising and use of any promotional materials generated during the Term; and cease all use of the Marks on any social media or digital marketing accounts and websites that you set up or have used for the Office. You must cancel or at our request transfer to us or our designee all social media handles and usernames, and digital marketing accounts and email addresses used at any time for the Office and containing any Marks;

(4) cancel all trade, fictitious or assumed names or equivalent registrations that contain any reference to any Motto Mark or any variation thereof; and if you did not join the Motto Network by converting an existing mortgage brokerage business to Motto you may not continue to use any Non-Motto Trade Name Terms;

(5) notify clients, the NMLS and any applicable state regulatory agency, and any professional organizations to which the Office may belong that the Office is no longer in existence and, unless you have joined another Motto office, that you are no longer part of the Motto Network;

(6) assign to us or our designee all domain names registered by you or your Loan Originators that include the Motto Marks (or any variation thereof) or any other service marks or trademarks of Motto Franchising, LLC or its Related Parties, or, if we so direct, deactivate and delete from the domain name registrar's records some or all of such domain names or take such other actions regarding such domain name(s) as we may direct, as provided in Section 4.E.;

(7) in any form of advertising or promotion, refrain from referring to designations, certifications, awards or recognition that we or any of our Related Parties may have previously granted to you or your Owners;

(8) cease all use of, and immediately deliver to us, at your expense, all proprietary materials, including copies of the Office Materials and all other Motto materials, forms and rosters (including Motto Marketing Content) that we made available to you or destroy the same and certify such destruction to us; and

(9) refrain from directly or indirectly disputing the validity of the Motto Marks or Motto Franchising, LLC's ownership thereof, or challenging any application or registration owned by Motto Franchising, LLC for a Motto Mark.

You must ensure that your Loan Originators comply with the provisions of this Section 14.A. You must provide sufficient proof to us that you and your Loan Originators have complied with the foregoing obligations. If you fail to immediately de-identify the Office, you must pay all expenses (including attorneys' fees) we incur to de-identify the Office.

B. <u>Payment of Amounts Owed; Lost Future Revenue</u>. Within 5 days of the termination or expiration date (or such later date as the amount is determined), you must pay all sums due to us, our Related Parties and designees and to third parties, such debts being accelerated automatically without further notice to you.

In addition, you acknowledge and agree that a termination (in accordance with the terms hereof) by Motto Franchising, LLC of this Agreement prior to the Term's expiration would cause Motto Franchising, LLC to be harmed and suffer damages. You further acknowledge and agree that it would be impracticable or extremely difficult to calculate the actual amount of lost future revenue payable by you, and that the following represents a fair and reasonable estimate of foreseeable lost future revenue, ("***Lost Future Revenue***"): the average Monthly Ongoing Fees due hereunder for the 12 months immediately preceding the termination of this Agreement multiplied by the lesser of: (i) 36 or (ii) the number of months remaining in the Term of this Agreement. You must pay the Lost Future Revenue to us within five (5) days of the termination. You further acknowledge and agree that nothing in this Subsection prevents us from seeking intangible damages (e.g., for loss of goodwill, brand devaluation and lost opportunities) and all other damages or remedies to which we may be entitled to at law or in equity.

C. <u>Compliance with Other Post-Term Obligations</u>. You must also comply with, and will remain liable for, your obligations pursuant to this Agreement or any other agreement between you and us or our Related Parties that expressly or by their nature survive the expiration or termination of this Agreement, including, without limitation, (i) the noncompetition covenants under Section 11.B., (ii) the confidentiality obligations under Section 11.A., (iii) the obligation to purchase the tails coverage for your errors and omissions insurance as required under Section 11.C.; and (iv) the indemnification obligations under Section 11.G.

D. <u>Our Right to Meet with Loan Originators</u>. To facilitate an orderly and efficient transition and to preserve the goodwill associated with the Motto Marks, you agree that we shall have the right to communicate with any or all of your Loan Originators to solicit and/or discuss with them their options for continued affiliation with other Motto offices and/or opportunities to purchase a Motto franchise, at the following times:

(1) during the 180 days prior to expiration of this Agreement if you fail to timely provide us with a renewal notice as required under Section 3.B. or if you inform us that you do not intend to renew the Franchise;

(2) during the 90 days prior to expiration of this Agreement if you timely elect to renew but fail to timely sign the renewal franchise agreement or pay the renewal fee as required by Section 3.B.;

(3) immediately after notice of default has been delivered to you (including during any period of time you may have to cure the default(s);

(4) upon our delivery to you of a notice of termination under Subsection 13.B.(2) or upon the delivery of our confirmation of termination of this Agreement under Subsection 13.B.(2);

(5) immediately after we have determined that you intend to Abandon or have Abandoned your Franchise; or

(6) at any time during a Holdover Period.

You expressly waive any claim that the contact we make with your Loan Originators pursuant to this Section 14.D. constitutes tortious interference with contractual or business relationships or any other similar claim.

E. De-identification Damages. In addition to any other remedies provided for herein and under applicable law, after passage of a 10-day period following the termination or expiration, you must pay us $500 for each day that you fail to comply with your post-term obligations under Section 14.A., which monetary amount shall be regarded as liquidated damages and not as a penalty. This remedy does not limit your or your Owners' liability for any trademark infringement, counterfeiting, unfair competition or breach of contract, nor affect or limit our right to seek or obtain injunctive relief, specific performance or other relief.

F. Claims. Except for certain claims and actions referenced in the immediately following sentence, any and all claims and actions arising out of or relating to this Agreement (including, but not limited to, the offer and sale of the franchise covered by this Agreement), the relationship between us and you or your operation of the Franchise, brought by any party to this Agreement against the other shall be commenced within 1 year from the occurrence of the acts or omissions giving rise to such claim or action, or such claim or action shall be barred. The foregoing 1 year limitation period will not apply to (i) claims or actions by us for monies due under this Agreement or for indemnification for third-party claims, (ii) claims or actions relating to the Motto Marks, Intellectual Property or Confidential Information belonging to us or (iii) claims or actions relating to the post-termination obligations set forth in Section 14 of this Agreement.

15. GENERAL PROVISIONS.

A. Joint and Several Liability. If two or more persons are the Franchisee, Owners or guarantors, their obligations and liability to us shall be joint and several.

B. Severability. If any portion or provision of this Agreement or any specification, standard, policy or guideline we prescribe is inconsistent with, or rendered invalid or unenforceable by, any applicable law or court order, the inconsistent, invalid or unenforceable portion or provision shall be equitably adjusted so as to be valid and enforceable. If such portion or provision of this Agreement cannot be saved, it shall be stricken, and its deletion shall not affect the validity or enforceability of the other portions or provisions of this Agreement or such specification, standard, policy or guideline; provided that the affected party shall be compensated for any consideration lost because of the elimination of such a provision(s). The parties' intent is that each provision of this Agreement be honored and enforced as written, and each party agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

C. Waiver/Integration/Amendments/No Warranties. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed a bar or an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the Office Materials and/or System standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. You must pay us a document processing fee if we agree to make any complex or extensive modifications to this Agreement or any related agreement as provided in Section 5.F. This Agreement together with the addenda and appendices hereto constitutes the entire agreement between the parties concerning the Franchise and supersedes any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Disclosure Document we furnished to you.

D. Consents; Reasonable Business Judgment. Any modification, consent, approval, authorization or waiver granted hereunder will be valid only if in writing executed by the party granting the same. Except where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If in connection with this Agreement we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees and we will not assume any liability or obligation to you.

Whenever we have reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, we will satisfy our obligations if we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed the result of "**Reasonable Business Judgment**" if we make decisions or exercise rights on the basis of the information readily available to us, and our judgment of what is intended, at the time our decision is made, in whole or significant part, to promote or benefit the System generally without regard to whether other reasonable or even arguably preferable alternative decisions could have been made by us and without regard to whether our decision or the action we take promotes our financial or other individual interest. For avoidance of doubt, whenever we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations if we exercise our Reasonable Business Judgment. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Motto Marks, improving client service and satisfaction, improving service and product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

E. Cumulative Remedies. The rights and remedies specifically granted to us by this Agreement will not be deemed to prohibit us from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

F. Specific Performance; Injunctive Relief. You agree that we may, without being required to post a bond or other security and without needing to present evidence of irreparable harm, and even if this Agreement has been terminated or has expired, obtain temporary and permanent injunctions and orders of specific performance (1) to enforce the provisions of this Agreement relating to your use of the Motto Marks and your confidentiality and non-competition obligations under this Agreement; (2) to prohibit any act or omission by you or your Loan Originators or employees that constitutes a violation of applicable law, constitutes a danger to the public, or may impair the goodwill associated with the Marks, the System, or the Motto Network; or (3) to prevent any other irreparable harm to our interests.

G. Costs and Legal Fees. If we engage legal counsel in connection with any failure by you or your Owners to comply with this Agreement, you shall reimburse us, upon demand, for the costs and expenses incurred by us as a result of such failure, including, without limitation, reasonable accountants', attorneys', expert fees, cost of investigation, court costs, other litigation expenses and travel expenses, and costs of collection including, without limitation, court costs and 33.33% collection fees, whether incurred prior to, in preparation for, in contemplation of or in connection with the filing of any judicial proceeding to enforce this Agreement (including without limitation all costs and expenses incurred by us with respect to any counterclaims brought by us in any legal proceedings initiated by you or your Owners). This provision does not limit in any way our right to seek any other costs and expenses which may be governed by applicable court rules and claimable in the context of a legal proceeding. You and your Owners shall be responsible for your own such costs and expenses. This provision shall survive termination or expiration of this Agreement.

H. Waiver of Punitive Damages and Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREES THAT IN THE EVENT OF A DISPUTE HEREUNDER IT WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL COMPENSATORY DAMAGES. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT AND CLAIMS ARISING OUT OF THE PARTIES' RELATIONSHIP.

I. No Class or Consolidated Actions. ALL CLAIMS, CONTROVERSIES AND DISPUTES MAY ONLY BE BROUGHT BY FRANCHISEE ON AN INDIVIDUAL BASIS AND MAY NOT BE COMBINED OR CONSOLIDATED WITH ANY CLAIM, CONTROVERSY OR DISPUTE FOR OR ON BEHALF OF ANY OTHER FRANCHISEE OR BE PURSUED AS PART OF A CLASS ACTION.

J. Governing Law; Consent to Jurisdiction; Other Applicable Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§1051 et. seq.), this Agreement and the Franchise will be governed by the internal laws of the state of Colorado (without reference to its conflict of law rules). You agree that any action arising out of or relating in any manner to this Agreement shall be instituted in, and only in, a state or federal court of general jurisdiction in the County of Denver, Colorado and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the exclusive jurisdiction or venue of such court; provided, however, with respect to action relating to the Motto Marks or any action for injunctive or other extraordinary relief, we may bring such action in any state or federal court that has jurisdiction. To the extent any applicable law or court order requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, the notice and/or other action required by such law or order shall apply.

K. Your Consent to Alternative Service of Process. As an alternative to service of process under applicable law, you and your Owners hereby irrevocably consent to service of process of any summons, complaint, or other process arising from your and/or your Owner's breach of this Agreement by certified or registered mail, or overnight courier, directed to you and/or your Owners at the address identified in the Data Sheet or such other address as you subsequently provide to us. Nothing in this Agreement will affect the right of Motto Franchising, LLC or its Related Parties to serve process in any other manner permitted by applicable law.

L. Binding Effect. Subject to the terms of Section 12 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and permitted assigns of the parties. We will not, because of this Agreement or by virtue of any approvals or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. You understand that you are not a third-party beneficiary of any other franchise agreement between us and other Motto franchisees.

M. Authorization to Communicate and Share Information; Efficient Communication. By executing this Agreement, you authorize Motto Franchising, LLC, its Related Parties and third-party suppliers to communicate with you, including via electronic mail, phone call, text message, or social media platforms, and at any cell phone number provided or listed, notwithstanding whether your Office or personal telephone numbers appear on a federal or state Do-Not-Call registry. You also agree that communications may be prerecorded or sent with a system capable of autodialing or sequencing phone numbers or placed with an artificial voice. Further, you agree that you are on notice that Motto Franchising, LLC and its Related Parties may record or transcribe telephone or text conversations with you. Moreover, you authorize us to share information related to the operation of your Franchise, including your and your Owners' Personal Information, with our Related Parties and third-party vendors.

You understand that it is critical to the efficient and successful administration of the franchise relationship that you promptly respond to all communications from us. Accordingly, unless another time frame is specified, you agree to respond within 5 business days to each communication from us that requests a response.

N. Notices and Payments. Except as otherwise permitted by this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party providing same and shall be deemed delivered (i) at the time delivered if delivered by hand to the recipient party or by electronic mail if sent during business hours; (ii) one business day after being placed in the hands of a commercial courier service for overnight delivery; or (iii) three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified in writing. You are required to pay all fees, dues and charges required by this Agreement by electronic funds transfer, automated clearinghouse transfer, or in such other manner and to such other persons and places as we may direct.

O. Force Majeure. A party's failure of performance under this Agreement according to its terms will not be deemed a breach of this Agreement to the extent such failure was caused by events beyond the party's control and which could not be avoided by the exercise of due care ("force majeure events"), including, but not limited to terrorism, strikes (except those caused by employees or agents), war, riots, civil disorder, acts of God and acts of government except as may be specifically provided for elsewhere in this Agreement. Any delay resulting from such force majeure event will extend performance accordingly or excuse performance in whole or in part as may be reasonable. Nothing in this provision shall excuse a party from any obligations, or deprive any party of rights, which survive termination of this Agreement, including but not limited to those obligations and rights set forth in Sections 11.B. (noncompetition) and 11.G (indemnification). Force majeure events do not include (i) Franchisee's financial inability to perform, inability to obtain financing, inability to obtain permits or licenses or any other similar events unique to Franchisee or (ii) general economic downturn or conditions.

P. Adaptations and Variances. You acknowledge that complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the standards, specifications, and requirements for any franchised business based on conditions we deem important to the operation of such business and/or the System, as more particularly set forth in the Office Materials. We are not required to grant you a like or other variation. You acknowledge that the obligations and rights of the parties to other agreements may differ materially from your rights and obligations under this Agreement.

Q. Notice of Potential Profit. You acknowledge that we and/or our Related Parties may from time to time make a profit on our sales of goods or services to you. Further, we and/or our Related Parties may from time to time receive rebates and/or other consideration from suppliers and/or manufacturers in respect of sales of goods or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our Related Parties are entitled to said rebates, profits and/or consideration and we may use same as we deem appropriate.

R. Release of Prior Claims. By executing this Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting such assignment, release and discharge Motto Franchising, LLC, its Related Parties, and their current and former respective officers, directors, managers, employees, and owners, from any and all Claims existing as of the date of this Agreement and which relate to or arise out of any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement, or the franchise relationship previously existing between the parties, including but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities, antitrust laws or other laws of the United States or of any state. For avoidance of doubt, this release does not apply to any claims arising from the offer or sale of the Franchise pursuant to this Agreement.

S. Further Assurances. Each party agrees to execute and deliver any documents, instruments, or agreements and to take any other actions reasonably necessary to carry out the intent and purpose of this Agreement. If any document required under this Agreement was not properly completed, executed or delivered at the time of signing, the parties shall promptly cooperate to correct such deficiencies upon request. Additionally, you agree to cooperate with us in executing any additional documents or performing any further acts that may be required to protect the Motto Marks, trade secrets, proprietary information, and other Intellectual Property as well as to facilitate compliance with all applicable laws.

16. DEFINITIONS AND CONSTRUCTION.

A. Defined Terms. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

(1) "**Anti-Terrorism Laws**" means United States Department of State Executive Order 13224, the USA PATRIOT Act, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war.

(2) "**Basis Points**" or "**BPS**" means the unit of measurement where (1) basis point equals one-hundredth of one percent (0.01%) of the total amount of a loan transaction.

(3) "**Brand Identity Manual**" or "**Brand Book**" means the written and electronic standards, specifications, guidelines, and requirements established by Motto from time to time that govern the proper and consistent use of Motto Mortgage's Intellectual Property, including standards relating to trademarks, service marks, trade names, logos, color palettes, typography, imagery, advertising and marketing materials, signage, digital and social media presence, customer communications.

(4) "**Business Entity**" means a partnership, corporation, limited liability company, trust or any other legal entity.

(5) "**Office Materials**" means all written, video, audio and/or digital media and materials (including materials distributed electronically), regardless of title and consisting of various subparts and separate components and documents, which we make available to you, and which contain specifications, standards, policies, procedures and recommendations for operating Motto offices, all of which we may change from time to time. The term "Office Materials" includes all means of communicating such information, regardless of format, including the Motto Brand Book manual or its successor and any supplemental brand standards we make available to you from time to time.

(6) "**Client Information**" means any contact information (including name, address, phone and email addresses), sales and payment history, and all other information about a client, including Personal Information and information regarding transactions with respect to which the Office has provided Authorized Services for the client.

(7) "**Confidential Information**" means all proprietary and non-public information, data, Intellectual Property materials and know-how relating to the development or operation of Motto offices, whether contained in the Office Materials or otherwise or shared with you through System communications or in meetings and discussions with representatives of Motto Franchising, LLC or Related Parties, including, but not limited to training programs and materials, sales and marketing programs and techniques, knowledge of operating systems, computer systems, technology and software programs, trade secrets, recruiting techniques, accounting procedures, quality control procedures and other methods developed by or on behalf of Motto Franchising, LLC and its Related Parties as part of the System, and including the terms of this Agreement and any ancillary agreements and all negotiations related thereto.

(8) "**Franchise Incentives**" means any amounts paid to you by Motto Franchising, LLC and/or any fee discounts, credits, deferrals or waivers given to you from our standard fees disclosed in the Franchise Disclosure Document, given as an incentive for you to enter into this Agreement or to grow or expand your business during the Term.

(9) "**Intellectual Property**" means the Motto Marks, domain names, social media accounts and identifiers (and all related content and programming, and related security codes and passwords), rights in goodwill and the right to sue for passing off, copyright and related rights, patents, rights to inventions, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world relating to the Motto System, owned by us or Related Parties and acquired by us or Related Parties from time to time.

(10) “**law**” or “**applicable law**” means any applicable law, regulation or rule of any applicable governmental authority, whether federal, state or local.

(11) “**Manager**” means the individual who is designated as the Manager of the Office pursuant to Section 7.B.

(12) “**Marks**” or “**Motto Marks**” means the names Motto® and Motto Mortgage®, the Motto image logo, branded sign designs and such other trade names, service marks, trademarks, trade dress, logos, social media indicators, social media handles and other commercial symbols, as we and our Related Parties have developed or may develop, acquire, or license and expressly authorize or direct you, in writing, to use in connection with the operation of your Motto Office from time to time.

(13) “**Owner**” means any person or Business Entity that, now or hereafter, directly or indirectly, owns any interest (including, without limitation, any beneficial or equitable interest) in Franchisee when Franchisee is a Business Entity, including, without limitation, a shareholder, partner, member or trustee. All Owners are identified on **Exhibit B** (as such Exhibit may be updated from time to time in accordance with the terms of this Agreement).

(14) “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual.

(15) “**Principal Owner**” means any person or Business Entity that, now or hereafter, directly or indirectly, owns a 5% or greater interest in Franchisee when Franchisee is a Business Entity. However, if we are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or Business Entity that directly or indirectly owns less than a 5% interest in the franchisee, we have the right to designate that person or Business Entity as a Principal Owner for all purposes under this Agreement. In addition, if Franchisee is a partnership entity, then each person or entity who, now or hereafter is or becomes a general partner is a Principal Owner, regardless of the percentage ownership interest. If Franchisee is one or more individuals, each individual is a Principal Owner of Franchisee. Each Franchisee that is a Business Entity must have at least one Principal Owner. Your Principal Owner(s) are identified in **Exhibit B**. As used in this Agreement, any reference to Principal Owner includes all Principal Owners.

(16) “**Related Party**” means any Business Entity that directly or indirectly controls, is controlled by, or under common control with, Franchisor.

(17) “**Motto Roster**” means the “Find Your Local Office/LO” feature on our mottomortgage.com website, or any successor feature that allows a person to search for and obtain contact information for a Motto franchisee or loan originator in a particular geographic area.

(18) “**NMLS**” means Nationwide Multistate Licensing System.

(19) “**Revenue**” means and includes the total gross commissions and all other revenue earned, derived or otherwise generated in connection with Authorized Services, including all Authorized Services handled by each of your Loan Originators, whether under any of the Marks or otherwise, before any deductions. Revenue means the aggregate dollar amount, whether for cash or credit or non-cash payments or consideration at fair market value, regardless of collection in the case of credit, before the deductions of any fees, costs or expenses you incur.

(20) "**Loan Originator**" means each person who possesses a state mortgage license that is registered with the Office, regardless of title, including, but not limited to, loan originators, broker originators, brokers, managers, Licensed Administrators and/or each designated or managing broker of record, including the Manager.

(21) "**System**" or "**Motto System**" means, collectively, our operating systems, marketing systems, business techniques, and methods, processes, policies and procedures for the development and operation of a mortgage brokerage business providing efficient, high quality and courteous services to the public, along with items of trade dress and sales, leadership and management training, including all training materials, sales and promotional materials, technology, supply chain systems and a high commission concept; all as the same may change from time to time, as specified in the Office Materials or as otherwise reasonably directed by us from time to time.

(22) "**Unreported Transaction**" means any loan origination, funding, or closed loan activity conducted by Franchisee that is not timely, accurately, and fully disclosed to Franchisor through required reporting mechanisms, including but not limited to quarterly call reports, annual reports, any required amended reports and annual mid-year and year-end verification audits. This includes any loans that were omitted, underreported, misclassified, or otherwise not reflected in original or subsequently amended submissions, regardless of when such discrepancy is identified.

(23) "**Qualified Individual**" or "**QI**" means an individual as designated by the Franchisee who meets all state requirements to serve as the primary regulatory contact. The QI has the authority to oversee and enforce compliance of the Office.

B. Construction. Time is of the essence with respect to your performance of your obligations under this Agreement. All Section and Subsection headings are for convenience only and do not affect the meaning or construction of any provision. References to any gender in this Agreement shall include any other gender. This Agreement may be executed using multiple counterparts, each of which will be deemed an original and together they shall constitute one and the same agreement. Electronic signatures, used in such form and manner as we may prescribe from time to time, shall be legal and binding and shall have the same force and effect as if an original of this Agreement had been signed and delivered by hand.

[*Signature Page Follows*]

The parties have executed this Agreement as of the Agreement Date.

MOTTO FRANCHISING, LLC By: ________________________________   ______________ Date Title:____________________________________

FRANCHISEE (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	**FRANCHISEE** (If an individual)
Entity name: ____________________________	____________________________ [Print Name]
By:________________________________ [Signature]	____________________________ Date
Title:________________________________	

This Agreement will not be binding on us unless and until it is signed by our authorized officer and returned to you.

EXHIBIT A
to Franchise Agreement

DATA SHEET

1. **Agreement Date; Franchise Agreement Expiration Date:**
   a. Agreement Date: ______________________________
   b. Expiration Date: ______________________________
   c. Required Opening Date[1]: ______________________________

2. **Franchisee's Contact Information:**
   a. Franchisee Name: ______________________________
   b. Form and state of organization (if entity): ______________________________
   c. Address (for Notices purposes): ______________________________
   ____
   d. Phone Number: ______________________________
   e. Email address: ______________________________
   f. Owners' Information: see **Exhibit B**

3. **Office Premises**:
   a. Address: ______________________________

4. **Approved Office Trade Name**: ______________________________

5. **Branch Office**:
   a. Branch Office Addendum: Yes ☐ No ☐
   b. Branch Office Address: ______________________________

6. **Fees (as more specifically defined in Section 5)**:

   a. Initial Franchise Fee: $35,000

   b. Royalty:
      i. Fixed Fee Component: $2,500
         1. Marketing Contribution: $350 (included as part of the Royalty's Fixed Fee Component)
      ii. BPS Component: 25 BPS per Transaction

   c. Renewal Fee: $______________________________

   d. Loan Originator Fee: $250 per Loan Originator over 7 Loan Originators per office

   e. Branch Office Fees:
      i. Branch Office Initial Franchise Fee: $1,000
      ii. Monthly Ongoing Branch Office Fees: $550
         1. Loan Originator Fee: $250 per Loan Originator over 7 Loan Originators per branch office
      iii. Annual Renewal Fee: $500

[1] A date that is 180 days after Agreement Date.

f. Additional Licensing Fees (per state):
   i. States:___________________________
   ii. Initial fee: $700
   iii. Monthly Fee: $100
   iv. Annual renewal fee: $500

The parties have executed this Data Sheet as of the Agreement Date.

MOTTO FRANCHISING, LLC By: _______________________________________ ______________ Date Title:____

FRANCHISEE (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	**FRANCHISEE** (If an individual)
Entity name: ____________________________	___________________________ [Print Name]
By:_____________________________________ [Signature]	___________________________ Date
Title:___________________________________	

EXHIBIT B
To Franchise Agreement

OWNERSHIP AND MANAGEMENT INFORMATION

Franchisee represents and warrants the following to Motto Franchising, LLC:

Direct Owners. The following persons are the only direct Owners of Franchisee:

Name of Owner	**Principal/Home Address**	**Percentage of Ownership**	**Type of Interest** (shareholder, member, limited partner, general partner, sole proprietor; trustee)	**Principal Owner? (Yes/No)**

Indirect Owners. The following persons are all of the indirect Owners of Franchisee:

For any Owner listed above that is a Business Entity, fill in the below table:

Business Entity Owner:_________________________________. The following persons are the only owners of this Business Entity Owner:

Name of Owner	**Principal/Home Address**	**Percentage of Ownership**	**Type of Interest** (shareholder, member, limited partner, general partner, sole proprietor; trustee)

(*If any of the owners listed above are Business Entities, please attach additional sheets with additional table(s) to show the same information for their respective owners, until the individual-owner level is reached*.)

Qualified Individual: The Office will be operated under the below-listed validly licensed individual:

Name: ___________________________________
License Number:__________________________
Address:_________________________________
____

Management: the Franchise will be managed by the following individual(s):

Name	**Home Address**	**Title with Franchisee** (Director, Officer, Manager, General Partner)

Branch Management: the Branch Office Franchise will be managed by the following individual(s):

Name	**Home Address**	**Title with Franchisee** (Director, Officer, Manager, General Partner)

I certify that this Exhibit is true and complete as of the date set forth below and acknowledge my obligation under Section 7.A. of the Franchise Agreement to update this Exhibit whenever there are changes in the information above.

Franchisee:

____

Printed Name:______________________________

Title:____________________________________

Date:____________________________________

Please submit a copy of Franchisee's governing documents (certificate/articles of incorporation, bylaws, operating agreement, certificate of organization/formation, partnership agreement, trust agreement, etc., including all amendments) to Motto Franchising, LLC. Additional information may be requested if a trust is a director or indirect owner.

EXHIBIT C
To Franchise Agreement

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS (this **"Guaranty"**) relates to that certain Franchise Agreement dated ___________________________ (the **"Agreement"**) by and between Motto Franchising, LLC (**"we," "us" or "Motto Franchising, LLC")** and _________________________ ("**Franchisee**").

In consideration of, and as an inducement to, the execution of the Agreement by Motto Franchising, LLC, each of the undersigned (each a **"Guarantor"**) hereby personally and unconditionally (a) guarantees to Motto Franchising, LLC, and its successors and assigns, for the Term of the Agreement and thereafter as provided in the Agreement (including during any post-expiration holdover period), the full and punctual payment and performance of each and every undertaking, agreement and covenant set forth in the Agreement and any successor agreement that Franchisee is bound by during any post-expiration holdover period (**"successor agreement"**); (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement and any successor agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities; and (c) agrees to be personally bound by the jurisdiction and governing law provisions in the Agreement and any successor agreement. Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against his or her separate property, marital property and community property.

Each Guarantor consents and agrees that: (1) his or her direct and immediate liability under this Guaranty shall be joint and several; (2) he or she shall render any payment or performance required under the Agreement and any successor agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; (4) such liability shall not be diminished, relieved, or otherwise affected by a subsequent assignment or transfer of the Agreement by Franchisee or by an extension of time, credit, or other indulgence or forbearance which we may from time-to-time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable; (5) he or she has established adequate means of obtaining from Franchisee on a continuing basis information regarding Franchisee's financial condition and agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, we shall have no obligation to disclose to Guarantor any information (including any indulgences or forbearances granted to Franchisee or any other person) or documents acquired by Franchisee in the course of Motto Franchising, LLC's relationship with Franchisee; and (6) the terms of this Guaranty shall survive the termination or expiration of the Agreement and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until they are satisfied in full.

Each Guarantor waives all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of the Guarantor's execution of and performance under this Guaranty and waives any right he or she may have to revoke this Guaranty until it is satisfied in full. Each Guarantor further waives any defense to liability arising from: (a) any act or omission by which Motto Franchising, LLC directly or indirectly discharges Franchisee on any undertaking, agreement or covenants set forth in the Agreement or which increases the probability or amount of Guarantor's liability hereunder; (b) Motto Franchising, LLC's failure to enforce or delay in enforcing its rights under the

Agreement or any successor agreement; or (c) any modification or change of any terms of the Agreement or any successor agreement or any grant of indulgence or forbearances by Motto Franchising, LLC.

Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature to this Guaranty as of the date indicated below.

GUARANTOR(S)

______________________	_______	______________________	_______
Signature	Date	Signature	Date
______________________	_______	______________________	_______
Signature	Date	Signature	Date

Exhibit D
To Franchise Agreement

ANCILLARY SERVICES ADDENDUM

This ANCILLARY SERVICES ADDENDUM (the "**Addendum**") is entered into by and between Motto Franchising, LLC, a ____________________ ("**Franchisor**"), and _________________________, _________________________ ("**Franchisee**") as of ___________________ (the "**Effective Date**").

RECITALS

A. Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "**Franchise Agreement**") for the operation by Franchisee of a Motto mortgage brokerage office franchise (the "**Franchised Business**"). (Capitalized terms used herein without a definition shall have the meaning assigned to them in the Franchise Agreement).

B. Franchisee or its affiliate (as applicable) currently operates an Existing Business (as defined below) which offers Ancillary Services (as defined below) that are related to but distinguishable from the services provided by the Franchised Business under the Franchise Agreement.

C. Franchisor has agreed that, subject to Franchisee's and, if applicable, its affiliate's continuing compliance with the conditions set forth in this Addendum, the continued operation of the Ancillary Services by the Existing Business shall not be deemed to be a violation of Section 11.B. of the Franchise Agreement (Noncompetition Covenants), and the revenue attributable to such Ancillary Services shall not be included as "Revenue" under the Franchise Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Identification of Existing Business**. The name of the Existing Business authorized pursuant to this Addendum is: ____________________________, a ____________________________ located at ____ ("**Existing Business**"), and the Ancillary Services performed by the Existing Business are: ____ ("**Ancillary Services**").

2. **Authorization of Ancillary Services Offered by the Existing Business**. Anything in the Franchise Agreement to the contrary notwithstanding, the continued offer of the Ancillary Services by the Existing Business shall not be deemed to be a violation of Section 11.B. of the Franchise Agreement (Noncompetition Covenants) and the revenue from such Ancillary Services shall not be deemed to be "Revenue" under the Franchise Agreement; provided, that the conditions set forth in clauses 2(a)-(d) below are satisfied as of the Effective Date and throughout the term of the Franchise Agreement (including any extensions or renewals thereof):

(a) the operation of the Existing Business does not interfere with Franchisee's operation of the Franchised Business, and the Existing Business operates in compliance with applicable laws;

(b) the Existing Business does not utilize Franchisor's Marks, other Intellectual Property, the System or Confidential Information;

(c) the Existing Business offers only the Ancillary Services identified herein and does not offer the services offered by the Franchised Business or services that otherwise compete with the Franchised Business; and

(d) the Franchised Business and the Existing Business maintain separate books and records, and the operations of the Franchised Business and the Existing Business are otherwise properly segregated, including by each operating under a separate legal entity and each maintaining adequate and separate insurance coverage.

For avoidance of doubt, if at any time the operation of the Existing Business gives rise to Authorized Services activities, Franchisee agrees that those activities will be conducted through the Franchised Business.

3. **Effect of Failure to Comply with Conditions**. If Franchisee or its affiliate (as applicable) at any time fails to satisfy any of the conditions set forth in Section 2 of this Addendum, then the continued operation of the Existing Business shall be deemed to be a violation of Section 11.B. of the Franchise Agreement (Noncompetition Covenants). In that event Franchisor may terminate the Franchise Agreement immediately if Franchisee fails (or fails to cause its affiliate) to cure the breach within a reasonable period of time, not to exceed ten (10) calendar days following written notice from Franchisor (provided, however, that a breach of clause 2(b) hereof shall not be subject to a cure opportunity). Upon any termination of the Franchise Agreement pursuant to this provision, Franchisor shall be entitled to any and all legal and equitable remedies available under the Franchise Agreement and applicable law, including, without limitation, the collection, as liquidated damages and not as a penalty, of an amount equal to the Broker Fee provided in the Franchise Agreement with respect to all revenue of the Existing Business for all periods during which the breach is continuing or, if such period cannot be ascertained with certainty, during all periods during which this Addendum has been in effect. This provision shall survive any transfer, expiration, termination or nonrenewal of the Franchise Agreement or the Franchised Business.

4. **Inspections; Audits**. If Franchisor reasonably believes that Franchisee has failed to comply with the provisions of this Addendum, Franchisee shall make and if applicable shall cause its affiliate to make the books and records (including all electronic records, tax returns and personal tax returns) for the Existing Business available to Franchisor for inspection and audit upon reasonable prior notice, so that Franchisor may verify Franchisee's compliance with the requirements of this Addendum, including the requirements in subparagraph 2(d) above. In such event, the provisions of Section 10.A. of the Franchise Agreement regarding audits shall apply in all respects to the Existing Business and Franchisor shall have the same rights to access (including remotely) and audit the books and records of the Existing Business, and to require payment for the audit if the audit reveals that Franchisee did not comply with the requirements of this Addendum, in addition to any other remedies available to Franchisor hereunder or under the law.

5. **Franchisee's Representations and Warranties**. Franchisee hereby represents and warrants to Franchisor that it has all necessary power and authority to execute this Addendum, to bind the Existing Business to the terms hereof and to perform and comply with all of its obligations hereunder. There is no agreement or understanding (and Franchisee will not permit any such agreement or understanding to be entered into during the term of this Addendum) with respect to the Existing Business that would conflict with the terms of this Addendum.

6. **Construction**. Notwithstanding anything to the contrary in the Franchise Agreement, in the event of a conflict between the provisions of the Franchise Agreement and the provisions of this

Addendum, the provisions of this Addendum shall control. Except as specifically provided in this Addendum, the Franchise Agreement remains fully effective in all respects in accordance with its terms, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified specifically herein.

7. **No Restriction on In-Term and Post-Term Covenants**. Except as specifically stated in this Addendum, nothing in the Franchise Agreement or this Addendum or in the terms used herein shall be construed in any way to limit or restrict the application of the provisions of Section 11.B. of the Franchise Agreement as it relates to the Existing Business or any other business Franchisee or any of its affiliates may engage in.

The parties have executed this Addendum as of the Effective Date.

MOTTO FRANCHISING, LLC	
By: ______________________________	______________ Date
Title: ______________________________	

FRANCHISEE (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	**FRANCHISEE** (If an individual)
Entity name: ______________________	______________________ [Print Name]
By: ______________________ [Signature]	______________________ Date
Title: ______________________	

EXHIBIT A-1

RECURRING PAYMENT WITHDRAWAL AUTHORIZATION

Motto Franchising, LLC

RECURRING PAYMENT WITHDRAWAL AUTHORIZATION

Please complete this form and return to the Contract Administration Department. This form authorizes periodic withdrawals for MONTHLY ONGOING FEES, and any other fees, charges and payments due pursuant to your Franchise Agreement, including any amendments or addenda to the Franchise Agreement, with Motto Franchising, LLC.

If you are a new franchisee and have not yet established a business account for your franchised business please complete this form with the information for a bank account from which withdrawals can be made. Once you have established a business account, please send an updated form reflecting the new account information to the address below.

Need more information? Call:
(866) 668-8649 Monday – Friday, 8:00 a.m. to 5:00 p.m. MT

Return this form to:
Billing@mottomortgage.com

CONTACT INFORMATION

Name of Franchisee: ______________________________

Name on Account: ______________________________ (personal or company)

Bank Name: ______________________________

Bank Address: ______________________________

Routing # ______________________________

Bank Account #: ______________________________

Which payments should be pulled from this account? ☐Monthly Royalty ☐ Promissory Note

Please submit a voided check with this form.

Motto Franchising, LLC and its Related Parties (as defined in the Franchise Agreement) are hereby authorized to make periodic withdrawals of funds from my account identified above for the collection of fees, including MONTHLY ONGOING FEES, and other charges and payments due pursuant to the Franchise Agreement, including any amendments or addenda to the Franchise Agreement, and, if necessary, to initiate credit entries and adjustments for any debit entry in error. This authorization shall not impose any legal obligation on Motto Franchising, LLC to make such withdrawals. I understand that I may not receive any notices of withdrawal from Motto Franchising, LLC. I agree that Motto Franchising, LLC will incur no liability if a withdrawal is dishonored by my bank, and that no fees or other payments will be considered paid until Motto Franchising, LLC actually receives the funds for such fee or payment. If any payment dates fall on a weekend or holiday, I understand that the payments may be withdrawn on the next business day. If an ACH Transaction is rejected for Nonsufficient Funds (NSF) I understand that Motto Franchising, LLC may, at its discretion, attempt to process the charge again within 30 days. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank so long as the transactions correspond to the terms indicated in this authorization form.

To change/update bank accounts: I understand that to update withdrawal information, I must notify Motto Franchising, LLC in writing at least 2 weeks prior to the first day of the month in which I wish to change the ACH withdrawal and provide the date on which the request is to be effective. If I stop withdrawals I agree to timely provide new bank account information to Motto Franchising, LLC.

____
Signature

____
Print Name

____
Date

EXHIBIT A-2

RENEWAL ADDENDUM

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

THIS RENEWAL ADDENDUM TO THE FRANCHISE AGREEMENT (the "***Addendum***") is entered into as of ___ day of ___________, 20__ (the "***Effective Date***"), by and between Motto Franchising, LLC (referred to as "**we,**" "**us,**" or "***Motto***") and ________________ ____________ (referred to as "***you***" or "***Franchisee***").

A. Motto and Franchisee have entered into a franchise agreement dated ____________________ ("***Expiring FA***") pursuant to which Motto granted Franchisee a right and an obligation to operate a Motto office at the following location ______________________________________ (the "***Office***").

B. The Expiring FA shall expire effective as of the Effective Date, and RE/MAX Integrated Regions, LLC and Franchisee have simultaneously herewith entered into a franchise agreement effective as of the Effective Date (the "***Franchise Agreement***") pursuant to which Motto has granted Franchisee a renewal franchise to continue to operate the Office using the Marks and the System.

C. This Addendum is being executed to amend certain terms and conditions of the Franchise Agreement to reflect the parties' intentions and the terms of the renewal.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Renewal Fee. Simultaneously with signing of this Addendum, you agree to (i) pay us a renewal franchise fee in the amount of $__________; or (ii) execute a promissory note (in the form we provide) for the renewal fee, in the amount of $__________, which note amount you will pay to us in 12 equal installments, with the first installment being due upon your signing of this Addendum. You agree that we have fully earned the renewal franchise fee and that it becomes non-refundable upon payment to us.

2. Amendment to Subsection 5.A. Subsection 5.A. (Initial Franchise Fee) of the Franchise Agreement is amended to provide that no initial franchise fee is due upon execution of the Franchise Agreement.

3. Amendment to Subsections 5.B. and 5.D. Subsections 5.B. (Monthly Ongoing Fees) and 5.C. (Marketing Contribution) of the Franchise Agreement are amended to provide that you agree to pay us the Monthly Ongoing Fees and the Marketing Contribution with respect to the entire Term, beginning on the Agreement Date.

4. Amendment to Subsection 6.A. The first sentence of Subsection 6.A. (Office Opening) of the Franchise Agreement is hereby amended to read as follows: "You agree that the Office is opened and operating as of the Agreement Date."

5. Amendment to Subsection 7.C.(1). Subsection 7.C.(1) (Initial Training) of the Franchise Agreement notwithstanding, the parties agree and acknowledge that in connection

with this franchise renewal, you will not be required to complete the initial education program (the Motto 101 program).

6. Amendment to Subsection 13.B.(1). The parties agree and acknowledge that clauses 13.B.(1)(a) and 13.B.(1)(b) (regarding failure to timely find a location or open the Office) of the Franchise Agreement are not applicable.

7. Miscellaneous. The Franchise Agreement supersedes the Expiring FA. This Addendum shall be deemed a part of the Franchise Agreement and is hereby incorporated into the Franchise Agreement as if originally set forth herein. Except as specifically set forth in this Addendum, the Franchise Agreement remains unchanged and in full force and effect. To the extent any provision of this Addendum is inconsistent with any provision of the Franchise Agreement, this Addendum controls. No provision of this Addendum may be amended or waived except by a written instrument signed by both parties. Any capitalized terms used but not defined in this Addendum shall have the meanings specified in the Franchise Agreement.

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

MOTTO FRANCHISING, LLC By: ______________________________ ________ Date Title: ______________________________

FRANCHISEE (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	**FRANCHISEE** (If an individual)
Entity name: ____________________	________________________ ______ Date
By: ________________________ ________ Date	________________________ ______ Date
Title: ______________________________	

EXHIBIT A-3

TRANSFER AGREEMENT

FRANCHISE TRANSFER AND CONSENT AGREEMENT

THIS FRANCHISE TRANSFER AND CONSENT AGREEMENT ("***Agreement***") is entered into effective as of the ___ day of _____________,20__ (the "***Effective Date***") by and among (a)___________("***Transferor***"), _______________________, Transferor's owner and guarantor ("***Transferor Owner***" and collectively with Transferor, each a "***Transferor Party***"); (b)________________________("***Transferee***"), _______________________, Transferee's owner and guarantor ("***Transferee Owner***" and collectively with Transferee, each a "***Transferee Party***"); and (c) Motto Franchising, LLC ("***Motto***" or "***we***").

RECITALS:

A. Effective as of the ________________ day of _____________, 20__, Transferor entered into a Franchise Agreement (as amended to date, the "Existing Franchise Agreement") with Motto, whereby Transferor was granted the right and the obligation to establish and operate a Motto mortgage brokerage office using the Motto System and Motto Marks at the following location: ____ (the "***Franchised Business***"). Transferor Owner(s) is/are the sole owners of Transferor and the guarantor(s) of Transferor's obligations under the Existing Franchise Agreement. Capitalized terms used herein without a definition shall have the meaning set forth in the Existing Franchise Agreement.

B. Transferor desires to transfer to Transferee, and Transferee desires to accept and assume from Transferor, all of Transferor's right, title, and interest in the Franchised Business, and Transferor has requested that Motto consent to the transfer pursuant to Section [12] of the Existing Franchise Agreement.

C. Each Transferor Party represents that there is no dispute related to the offer and sale of the franchise rights granted under the Existing Franchise Agreement or the Franchised Business and further represents that neither Transferor Party has any claims against Motto or its Related Parties under the Existing Franchise Agreement or applicable laws.

D. In consideration of Transferor's request for the transfer hereunder and the representations set forth in Recital C above, Motto is willing to consent to the transfer as of the Effective Date, subject to the provisions of this Agreement, including the release of claims granted hereunder.

AGREEMENT:

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

1. **Transfer.** As of the Effective Date, subject to the terms of this Agreement, Transferor transfers and assigns, and Transferee unconditionally accepts and assumes, all of Transferor's right, title, and interest in and to the Franchised Business, and Transferee agrees to be bound by all obligations, responsibilities, and duties of Transferor related thereto, including all of Transferor's obligations to clients (the "***Transfer***").

2. **Conditions to Motto's Consent to Transfer.** Motto hereby consents to the Transfer, provided, that all of the following conditions are met as of the Effective Date:

A. Transferor and Transferor Owner are in compliance with the terms of the Existing Franchise Agreement, and all amounts due and owing to Motto, any of its Related Parties, or any suppliers or upon which Motto or its Related Parties may have a contingent liability, as of the Effective Date, have been satisfied in full;

B. Transferor has provided Motto all proposed transfer documents, included a landlord consent to the Transfer (if applicable);

C. Transferee has executed a form authorizing Motto to obtain a consumer report and credit and background check;

D. The transfer fee, in the amount of $[2,500], has been paid in full, and if applicable, you have reimbursed us for our expenses in connection with the Transfer;

E. Transferee has executed Motto's then-current form of Franchise Agreement, together with the Ownership and Management Information form and such other related documents as Motto requires, designating Transferee as the new franchisee (collectively, the "New Franchise Agreement"), Transferee acknowledges that the terms and conditions of the New Franchise Agreement may differ from the terms and conditions of the Existing Franchise Agreement;

F. If Transferee is a business entity, Transferee Owner has executed Motto's then-current form of Guaranty and Assumption of Obligations;

G. Transferor has purchased a tails coverage policy for errors and omissions insurance as required under the Existing Franchise Agreement;

H. Transferee or Transferee Owner, as applicable, has completed or will timely complete all of Motto's training requirements as provided in the New Franchise Agreement; and

I. If requested by us, Transferee has agreed to timely complete upgrades for the Office to conform to our then-current specifications for Motto offices.

Motto's consent to the Transfer will not result in a waiver of any rights nor a release under the Existing Franchise Agreement or the New Franchise Agreement and is not a consent to any additional or subsequent transfers.

3. **Representations, Warranties and Acknowledgements**.

A. Transferor represents and warrants to Motto and Transferee that Transferor owns all right, title, and interest in and to the Franchised Business and the Existing Franchise Agreement, free and clear of any mortgage, lien, or claims, and Transferor has not assigned any or all of its interest in the Franchised Business or the Existing Franchise Agreement to any third party.

B. Transferor and Transferee acknowledge and agree that, except for the preparation and execution of this Agreement, Motto has not participated in the underlying purchase and sale transaction between them and understand that Motto has no knowledge of, and does not attest to, the accuracy of any representations or warranties made by or between Transferor and Transferee in connection with the Existing Franchise Agreement, the Franchised Business, or the Transfer. Transferor and Transferee represent and warrant that (i) they have the authority to execute and perform this Agreement and (ii) they have consummated the purchase and sale transaction that is related to the Transfer contemplated hereunder as of the Effective Date. Transferee understands that it is acquiring the right to operate the Motto franchise formerly operated by Transferor. Transferee acknowledges that it has had a full opportunity to review the books and records of the Franchised Business.

4. **Termination of Existing Franchise Agreement**. This Agreement terminates the Existing Franchise Agreement, and as of the Effective Date, neither Transferor nor, if it is a business entity, any Transferor Owner, shall have any further rights or interest in or under the Existing Franchise Agreement, and, except as provided in Paragraph 5 below, neither Transferor nor any Transferor Owner shall have any further obligations under the Existing Franchise Agreement.

5. **Post-Termination Obligations**. Notwithstanding Paragraph 4 above, Transferor and, if it is a business entity, Transferor Owners, agree that certain obligations under the Existing Franchise Agreement by their nature survive its termination and will continue in full force and effect. Specifically, Transferor and, if it is a business entity, Transferor Owners, agree to fully comply with all post-termination obligations under the Existing Franchise Agreement, including the indemnification obligations of Subsection [5.D] of the Existing Franchise Agreement (but only with respect to claims where the underlying events giving rise to the claim occurred prior to the Effective Date), and Subsections [5.E, 14.B, 14.C, 14.H, and 14.I] of the Existing Franchise Agreement relating to confidentiality, complying with the post-termination de-identification procedures, providing contact information, and paying liquidated damages in the event of a breach. If Motto engages legal counsel in connection with the enforcement of any provisions of this Paragraph 5, Transferor agrees to reimburse Motto upon demand, for the costs and expenses incurred by Motto, including, without limitation, reasonable attorney's fees, collection fees, costs of investigation, and court costs.

6. **Release**. Transferor and, if Transferor is a business entity, Transferor Owners, unconditionally jointly and severally release and forever discharge Motto, its Related Parties and its and their respective present and former shareholders, members, officers, directors, managers, employees, agents, representatives, and successors and assigns (collectively, the "**Motto Parties**") from and against any and all claims, disputes, demands, damages, losses or liabilities of any kind or nature which Transferor and, if it is a business entity, Transferor Owner(s), ever had, now have or in the future may have against the Motto

Parties arising out of or in any way relating to this Agreement, the Existing Franchise Agreement, the Franchised Business, or the relationships created thereby through the Effective Date, whether known or unknown, vested or contingent, including, without limitation, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other laws and any alleged violations of the Existing Franchise Agreement or any other agreement between Transferor and/or Transferor Owner, on the one hand, and Motto and/or its Related Parties, on the other hand, through and including the Effective Date. Transferor and Transferor Owners intend for this release to be a full and unconditional general release, extending to all claims of any nature, whether expected or not anticipated to exist, and it is Transferor's and Transferor Owner's intention to fully release any and all matters, regardless of possibility of later discovered claims or facts. Transferor and Transferor Owners acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Agreement and release and need no further information of any kind that would otherwise influence their decision to enter into this Agreement and release.

7. Indemnification.

A. Transferor, and if Transferor is a business entity, Transferor Owners, each for itself, its heirs, owners, officers, directors, affiliates, successors and assigns, agree, jointly and severally, to indemnify and hold harmless Motto Parties, and each of them, against any and all liabilities, damages, actions, claims, costs (including reasonable attorneys' fees), or expenses of any nature (collectively, "Liabilities") resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach by any Transferor Party under this Agreement; (ii) the Transfer; or (iii) any claim, suit, or proceeding initiated by or for a third party(s), now or in the future, that arises out of or relates to the Existing Franchise Agreement or the Franchise operated by Transferor prior to and on the Effective Date.

B. Transferee, and if Transferee is a business entity, Transferee owners, each for itself, its heirs, owners, officers, and directors, affiliates, successors and assigns, agree, jointly and severally, to indemnify and hold harmless Motto Parties, and each of them, against any and all Liabilities resulting, directly or indirectly, from any of the following: (i) any misrepresentations or breach by any Transferee Party under this Agreement; or (ii) the Transfer.

8. **Confidentiality**. Each Transferor Party and each Transferee Party acknowledges and agrees that (a) this Agreement and the matters discussed in relation thereto are entirely confidential, and (b) they will not reveal, publish or in any way communicate any of the terms or existence of this Agreement to any person or entity, except to their respective officers, employees or professional representatives who are subject to confidentiality obligations, or to the extent required by law.

9. **Governing Law**. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the state of Colorado, without regard to its conflicts of laws principles. The parties agree that any action arising out of or relating to this

Agreement shall be instituted in a state or federal court of general jurisdiction in the county of Denver, Colorado, and hereby submit to the jurisdiction of such courts and waive any objection to either the exclusive jurisdiction or venue of such courts.

10. **Representation by Counsel**. The parties have had adequate opportunity to consult with an attorney of their respective choice, including with respect to the release of claims set forth herein.

11. **Miscellaneous**. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto. This Agreement, together with the documents referenced herein, constitutes the entire agreement among the parties with respect to the subject matter hereof. No amendment or waiver will be binding unless in writing and signed by the party against whom enforcement is sought. The provisions of this Agreement are severable, and if any of them are held void and unenforceable as a matter of law, the remainder of this Agreement shall continue in full force and effect. All representations, warranties, agreements and other provisions of this Agreement that by their terms or by reasonable implication are intended to survive the closing of the Transfer transaction will survive it.

[Signature Page Follows]

The parties hereto have executed this Transfer and Consent Agreement as of the Effective Date.

Motto Franchising, LLC

By: ______________________________ ________
Date

Title: ______________________________

TRANSFEREE (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	**TRANSFEREE** (If an individual)
Entity name: ____________________	______________________ [Print Name]
By: ______________________ ________ Date	______________________ ________ [Signature] Date
Title: ______________________	
TRANSFEROR (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)	**TRANSFEROR** (If an individual)
Entity name: ____________________	______________________ [Print Name]
By: ______________________ ________ Date	______________________ ________ [Signature] Date
Title: ______________________	

EXHIBIT A-4

MOTTO MORTGAGE EMAIL
USER AGREEMENT

MOTTO MORTGAGE EMAIL USER AGREEMENT

This agreement ("Agreement") is entered into by and between Motto Franchising, LLC ("Motto"), a Delaware Limited Liability Company whose address is 5075 S. Syracuse Street, Denver, CO 80237, and you, a franchisee of Motto ("Franchisee," "you," "your"). The Agreement governs access to and use of email services made available by Motto for use by you and by individual users associated with you. For you and your users to be permitted access to these email services, you must accept this Agreement. If you do not agree to all the terms and conditions in the Agreement, you will not be permitted to use the email services covered by this Agreement.

1. **Email Services**. Subject to the terms and conditions of this Agreement and during the term of this Agreement, Motto will provide you access to email services and use of email addresses, which Motto will assign, denominated with the mottomortgage.com domain (collectively the "Email Services"). You may designate one or more individuals as users of the Email Services under this Agreement ("Users," "your Users", and Motto will assign an email address to each User. Motto may limit the total number of Users that you are permitted to designate. The Email Services will be hosted and managed on one or more internet-accessible servers controlled and managed by Motto or a third-party provider that Motto may choose, at premises selected by Motto or by its third-party provider. It is the responsibility of you and your Users to be aware of and abide by any local, state, or federal rules pertaining to marketing emails, and you agree that you are informed of, and will inform your Users of, and shall abide, and ensure your Users abide, by local, state and federal rules pertaining to marketing in any emails you or your Users send using the Email Services.

2. **Other Services**. Motto provides a suite of computer systems and services that a user accesses through a single logon feature (collectively "Motto Online Services"). The Website Services are among the Motto Online Services. Motto may from time to time, in its sole discretion, add services to or remove services from the collection of Motto Online Services. Your license to use the Website Services is conditional upon your agreeing to the applicable terms governing access to each and every one of the Motto Online Services.

3. **User Access**. Before a User can access the Email Services, the User must complete an online registration process that Motto has established and may modify from time to time. During the registration process, the User will provide information that Motto requires to establish an email account for the User. Completing the registration process is voluntary, but access to the Email Services will not be available to a User before the User completes the process. Only one User may access the Email Services using the account established by the User. You will be liable for the actions of Users you designate to have access to the Email Services and for any actions under those User accounts, as well as for any damages or liabilities arising from access through those User accounts. **You are required to maintain and ensure that your Users maintain the confidentiality of any login credentials, including user IDs and passwords, used to access the Email Services.** If there is a breach of security through a failure by any of your Users to maintain such confidentiality, then you will be liable for any unauthorized access to the Email Services attributable to unauthorized use of the affected credentials.

If a User's activities are not in compliance with this Agreement, Motto may, immediately and without notice, suspend or terminate the User's access to the Email Services. In addition, Motto may link a User's access to the Email Services to the User's access to other components of the Motto Online Services. If Motto modifies, terminates, or disables a User's access to another Motto Online Service, the User may lose access to the Email Services as well. Motto will not be liable for any suspension or termination of access.

Except as set forth in this Section 3, Motto will provide, modify, or terminate a User's access or change a User's Type solely at your direction.

4. **Agreement**. This Agreement shall have no force or effect until it is accepted in the State of Colorado by Motto. Your continued use of the Email Services will be deemed acceptance of this Agreement, and you agree that this Agreement supersedes and replaces all prior agreements between you and Motto regarding your access to or use of the Email Services. If there are any conflicts between the terms and conditions of this Agreement and any prior versions, the terms and conditions of this Agreement shall control.

5. **Termination**. This Agreement, and access by you and your Users under the Agreement, will terminate immediately and automatically if at any time your franchise agreement with Motto terminates. In addition, Motto may suspend or terminate the Agreement, without notice to you, if (a) you are in breach of any term or condition of the Agreement; (b) your agreement regarding another of the Motto Online Services terminates; or (c) you or one of your Users engages in any Prohibited Use of the Email Services (as defined in Section 8 below). Motto is not responsible for any costs or expenses that you incur as a result of losing access to Email Services because of a suspension or termination of the Agreement or your access to the Email Services.

6. **Disclaimer of Warranties and Limitation of Liability**.

6.1. MOTTO MAKES NO WARRANTIES OR GUARANTIES AS TO THE AVAILABILITY OR RELIABILITY OF THE EMAIL SERVICES. MOTTO MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE EMAIL SERVICES FOR ANY PURPOSE OR ABOUT THE ACCURACY OF ANY INFORMATION TRANSMITTED THROUGH THE EMAIL SERVICES. MOTTO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE EMAIL SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL MOTTO OR ITS EMPLOYEES, AFFILIATES, PARENT COMPANIES, DIRECTORS/MANAGERS, SHAREHOLDERS/MEMBERS, OFFICERS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR USE OF THE EMAIL SERVICES. IN ANY CASE, MOTTO'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE HIGHEST AMOUNT OF ROYALTIES THAT HAS COME DUE AND HAS BEEN PAID BY YOU IN ANY SINGLE MONTH UNDER YOUR FRANCHISE AGREEMENT. MOREOVER, IT IS YOUR RESPONSIBILITY TO ENSURE YOUR OWN COMPLIANCE WITH MARKETING AND EMAIL LAWS THAT PERTAIN TO YOU.

6.2. Motto does not endorse or guarantee the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other material or content transmitted through the Email Services. You hereby waive all claims against Motto regarding such material or content, including any claims that arise as a result of your or your Users' use of or reliance upon the accuracy, completeness, truthfulness, security or reliability of any service, opinion, advice, communication, information or other material or content transmitted through the Email Services.

7. **Connectivity**. You are responsible for all equipment, telephone connectivity, software, and other services necessary to access the Email Services. Motto may from time to time require the use of specific equipment or software to access the Email Services. Motto will not be responsible for any costs or expenses that you incur to obtain such equipment or software or for any damages you incur as a result of lacking equipment, connectivity, software, or other services necessary to access or use the Email Services.

8. **Prohibited Uses**. As a condition of your use of the Email Services, you warrant that you will not use the Email Services for any purpose that is unlawful or prohibited by this Agreement or that violates any applicable local, state or national law or regulation pertaining to marketing communications. You agree to and warrant that your Users will abide by all applicable local, state, national, and foreign laws, treaties, and rules and regulations in connection with use of the Email Services. You are responsible for your own and your Users compliance with local, state, and national laws pertaining to marketing and communications to consumers, as well as laws that restrict marketing emails. You agree not to and warrant that your Users will not:

a. Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

b. Transmit any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature;

c. Transmit any material that the sender knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;

d. Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal email activities;

e. Transmit any material which infringes upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material.

f. Attempt to gain unauthorized access to the Email Services, or to other accounts, computer systems, networks, or other Users connected to or using the Email Services, through password mining or any other means.

g. Interfere with or disrupt servers, networks, hardware, software, or Users connected to or using the Email Services, or violate the licenses, policies, procedures, or regulations of such.

h. Harass or interfere with another User's use or enjoyment of the Email Services.

i. Grant access to the User's Account to any other person.

9. You are responsible for any communications you or your Users transmit using the Email Services. You indemnify and hold harmless Motto and its shareholders, affiliates, parent companies, directors, officers, officers, employees, and agents for any claims or liabilities arising from your use of the Email Services.

10. You are responsible for any and all activities that occur under your Users' accounts. A User must log off and exit from his or her email account at the end of each session of use. You agree to send Motto notice immediately upon being aware or suspicious of any unauthorized use of the Email Services by any person. You are solely responsible for protecting your computer systems from viruses, malware, spyware, malicious code, communication disruptions, and attacks by hackers and other unauthorized parties. You

will take reasonable steps to maintain the security of your computer systems and will comply with applicable laws relating to privacy and data security.

11. You authorize Motto to send you and your Users email messages and electronic communications, including periodic company news updates, billing information, information concerning educational courses, special announcements, industry news of special interest and regional information, using the email addresses assigned for use with the Email Services. You further authorize Motto and third parties to which Motto may confer such authorization to send commercial electronic mail messages (as defined by the CAN-SPAM Act of 2003, and acts amendatory thereto) to those email addresses. You acknowledge and agree that Motto may provide your Motto Email Services email address to such third parties to facilitate their sending your commercial electronic mail messages.

12. Motto will provide email addresses only in a format in accordance with Motto's email policies. Motto is not responsible for any costs or expenses, including, but not limited to, those for printing promotional materials with non-compliant email addresses, that you or your employer may incur as a result of requesting an email address that Motto determines, in its sole discretion, does not comply with such policies.

13. Motto will only provide on-line technical support for difficulties you may have accessing the Email Services or during instances where you believe the Email Services have been compromised by a potential data security incident. Technical support shall not include any aspect of your computer hardware, software, configurations, means of gaining access to the Internet, or ability to browse the Internet. You acknowledge and agree that if Motto implements spam or virus filters in the Email Services, those services may not be effective to prevent the transmission to you of spam or viruses. You acknowledge that Motto, in its sole discretion, may limit the size of file attachments that you send using the Email Services. You also agree that as part of providing you technical support for difficulties you may have accessing the Email Services or during instances where you believe the Email Services have been compromised we may change your password, disable your Email Services, lock or unlock your access to the Email Services, or take other steps we deem necessary to protect our systems and help you regain access to the Email Services.

14. You agree to indemnify, defend, and hold harmless Motto and its shareholders/members, affiliates, parent companies, directors/managers, officers, employees, and agents from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable outside attorney fees and disbursements, court costs or arbitration costs, arising out of any breach or violation by you of any term or condition of this Agreement as well as for any actions or inactions taken by Motto as part of our on-line technical support described above in Paragraph 13. Your obligations to indemnify Motto shall survive expiration or termination of this Agreement.

15. **Availability of the Email Services**. Motto will use commercially reasonable efforts to provide access to the Email Services during business hours. You agree that from time to time the Email Services may become inaccessible or inoperable for various reasons, including (a) equipment malfunctions, (b) periodic maintenance procedures or repairs, or (c) causes beyond Motto's reasonable control or not reasonably foreseeable by Motto, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. Motto makes no representations or warranties regarding availability of the Email Services.

16. **Privacy**. Motto may collect personally identifiable information from Users when they register to use the Email Services and during the course of their sessions using the Email Services. Information collected includes the content of emails transmitted through the Email Services, both to and from a User, as well as attachments to those emails and metadata related to the emails and email address information and other personal identifiable information of consumers to whom emails are sent by or to a User.

You agree to provide to each of your mortgage customers, at the initiation of the customer relationship, a notice regarding privacy that is compliant with applicable federal and state law regarding privacy and disclosure of nonpublic personal information, including the Gramm-Leach-Bliley Act and Regulation P. This notice must disclose that personal information may be shared with Motto and other companies that provide administrative and support services to help operate the Email Services, specifically for the purpose of providing those administrative and support services.

To the extent allowed by law—and conditional upon your having provided adequate notice and opportunity to opt out, and a consumer's not having opted out—Motto may access, use, or share nonpublic personal information about a consumer for purposes consistent with notice provided to the consumer and the consumer's choices to opt in or opt out of such uses and you grant to Motto a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, modify, adapt, translate, publish, perform, and distribute such applicable nonpublic personal information you transmit through or store using the Email Services.

You may also authorize Motto to access nonpublic personal information to perform additional functions on your behalf. If Motto accesses or uses nonpublic personal information pursuant to your direction, Motto will not disclose or use the information other than to carry out the purposes for which you authorize Motto to access the information.

Except as required by law or as otherwise authorized by you, Motto will use or disclose the email address information and other personal identifiable information of consumers and the contents of emails or email attachments as well as any personally identifiable information contained therein only for the purpose of and in the course of providing the Email Services. Motto may collect certain aggregate information related to use of the Email Services. Aggregate information is non-personally identifiable or anonymous information about Users, including the date and time of particular occasions on which a User accesses the Email Services, as well as information about the User's computer such as the IP address, data about the computer browser, and the domain and host used to access the internet. You agree that Motto may use or disclose such aggregate information as Motto determines in its sole discretion.

17. **Modification of Agreement**. This Agreement may be modified by Motto at any time, without limitation, by posting notice on the Portal of any modifications to the terms or conditions of this Agreement. Unless otherwise specified in the notice, any modifications to the Agreement shall be effective when posted on the Portal.

18. **Governing Law**. This Agreement shall be governed by the laws of the state of Colorado without regard to its conflict of laws principles. The courts of Colorado shall have exclusive jurisdiction over all disputes relating to this Agreement. You agree that venue and jurisdiction for judicial proceedings is proper and shall exist exclusively in Denver, Colorado.

19. **Entire Agreement.** Unless modified as provided in Section 17, this Agreement includes the entire understanding between Motto and you regarding the subject hereof and supersedes all previous agreements between them.

20. **Assignment**. This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of Motto and you and our respective successors and assigns, and no other person or legal entity shall acquire or have any rights under or by virtue of this Agreement. This Agreement may be assigned by Motto to a corporate affiliate, subsidiary or successor in interest, in Motto's sole discretion. This Agreement may not be assigned or otherwise transferred by you without the prior written consent of Motto.

21. **Severability**. If any term or condition of this Agreement or application of any such term or condition is held unlawful or invalid, the remainder of this Agreement and the application of such term or condition other than to the extent it is held unlawful or invalid, will not be held unlawful, invalidated, or affected thereby, and shall remain in full force and effect.

22. **No Waiver**. A failure by Motto or you to enforce at any time any term or condition of this Agreement shall not be considered a waiver of that party's right thereafter to enforce that same term or condition or any other term or condition of this Agreement.

23. **Headings**. The headings contained in this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

24. **No Joint Venture**. Motto and you agree that this Agreement does not create a joint venture, partnership, employment, or agency relationship as a result of this Agreement or your use of the Email Services. Motto and you expressly understand and agree that each party is acting as an independent contractor unrelated to the other party or its subsidiaries or affiliates.

25. **Notice**. Whenever you are required by the terms of this Agreement to provide notice to Motto or obtain written permission from Motto, it shall be sent via email to webmaster@mottomortgage.com.

Motto and you have executed this Agreement as of the respective dates indicated below.

____
Motto Franchising, LLC

Date: ______________________

Franchisee

By: ____

Name: ____

Title: ____

Date: ______________________

EXHIBIT A-5

MOTTO PORTAL USER AGREEMENT

MOTTO PORTAL USER AGREEMENT

This agreement ("Agreement") is entered into by and between Motto Franchising, LLC ("Motto"), a Delaware Limited Liability Company whose address is 5075 S. Syracuse Street, Denver, CO 80237, and you, a franchisee of Motto ("Franchisee," "you," "your"). The Agreement governs access to and use of the Motto Portal, a collection of computer services defined below, by you and by individual users associated with you. For you and your users to be permitted access to the Motto Portal, you must accept this Agreement.

1. **Motto Portal**. The Motto Portal (also called the "Portal") is a website service comprising (a) computing services; (b) information, documents, and other content provided by Motto and by other users of the Portal; (c) access to the services and to the content; (d) a data entry and upload feature; (e) products and services for sale; and (f) a billing feature. Motto may, from time to time, in its sole discretion and without notice, change or discontinue the Portal or add to, revise, or delete any or all aspects of the Portal. At any time and without notice, Motto in its sole discretion may elect, but is not obligated, to introduce or grant different grades of service, introduce or grant different degrees of access to information and/or analysis to different types or categories of users ("Types"), or introduce new features and future versions of the Portal which may change or cancel functions, introduce new or revised security restrictions, or limit access to information and/or analysis. Motto may or may not make a given service, feature, or change available to you or your users, and Motto shall incur no liability in connection with any introduction, grant, or change in services or features. You agree to bear all risks and hold Motto harmless for any and all effects that any of the above changes may have on the ability of you or your Users (defined in Section 2 below) to use the Portal for any purpose.

2. **License.** Subject to the terms and conditions of this Agreement, and during the term of this Agreement, Motto grants you a non-exclusive, non-transferable, limited license for you and such of your employees, officers, or directors as you may designate ("Users") to access and use the Portal. Motto may limit the total number of Users or the number of Users of various Types that you are permitted to designate. If a User's activities are not in compliance with this Agreement, Motto may, immediately and without prior notice, suspend the User's access to the Portal. Except as set forth in this Section 2, Motto will provide, modify, or terminate a User's access or change a User's Type solely at your direction.

3. **Other Services**. Motto provides a suite of computer systems and services that a user accesses through a single logon feature (collectively "Motto Online Services"). The Website Services are among the Motto Online Services. Motto may from time to time, in its sole discretion, add services to or remove services from the collection of Motto Online Services. Your license to use the Website Services is conditional upon your agreeing to the applicable terms governing access to each and every one of the Motto Online Services.

4. **User Access**. Before a User can access the Portal, the User must complete an online registration process that Motto has established and may modify from time to time. During the registration process, the User will provide information that Motto requires to establish an account for the User. Completing the registration process is voluntary, but access to the Portal will not be available to a User before the User completes the process. Only one User may access the Portal using the account established by the User. You will be liable for the actions of Users you designate to have access to the Portal and for any actions under those User accounts, as well as for any damages or liabilities arising from access through those User accounts. **You are required to maintain and ensure that your Users maintain the confidentiality of any login credentials, including user IDs and passwords, used to access the Portal.** If there is a breach of security through a failure by any of your Users to maintain such confidentiality, then you will be liable for any unauthorized access to the Portal attributable to unauthorized use of the affected credentials.

Motto may limit the total number of Users or the number of Users of various Types that you are permitted to designate. If a User's activities are not in compliance with this Agreement, Motto may, immediately and without prior notice, suspend the User's access to the Portal. In addition, Motto may link a User's access to the Portal to the User's access to other components of the Motto Online Services. If Motto modifies, terminates, or disables a User's access to another Motto Online Service, the User may lose access to the Portal as well. Motto will not be liable for any suspension or termination of access.

Except as set forth in this Section 4, Motto will provide, modify, or terminate a User's access or change a User's Type solely at your direction.

5. **Agreement**. This Agreement shall have no force or effect until it is accepted in the State of Colorado by Motto. Your continued use of the Portal will be deemed acceptance of this Agreement, and you agree that this Agreement supersedes and replaces all prior agreements between you and Motto regarding your access to or use of the Portal. If there are any conflicts between the terms and conditions of this Agreement and any prior versions, the terms and conditions of this Agreement shall control.

6. **Termination**. This Agreement, and access by you and your Users under the Agreement, will terminate immediately and automatically if at any time your franchise agreement with Motto terminates. In addition, Motto may suspend or terminate the Agreement, without notice to you, if (a) you are in breach of any term or condition of the Agreement; (b) your agreement regarding another of the Motto Online Services terminates; or (c) you or one of your Users engages in any Prohibited Use of the Portal (as defined in Section 13 below). Motto is not responsible for any costs or expenses that you incur as a result of losing access to the Portal because of a suspension or termination of the Agreement or your access to the Portal.

7. **Approved Suppliers.** Motto from time to time enters into contractual arrangements with suppliers of certain products and services (the "Approved Suppliers") under which Motto or Approved Suppliers may provide you or your Users with information about these products and services, including special offers and product or service updates. Motto may, in its sole discretion, (a) post information about and provide Users access to Approved Suppliers on the Portal, (b) communicate with you or your Users directly about such Approved Suppliers, and/or (c) provide your Users' email addresses to such Approved Suppliers so that they may communicate with the Users directly.

8. **Resources Accessed Through the Portal**. The Portal may include links to other services, websites, or resources, such as an email account that Motto provides you and your Users, a marketing and advertising design tool, advertising management tools, and other services provided by Motto or by third parties. Services which you can access through a link available on the Portal are not part of the Portal, and this Agreement does not license you to use those additional services.

9. **Connectivity**. You are responsible for all equipment, telephone connectivity, software, and other services necessary to access the Portal. Motto may from time to time require the use of specific equipment or software to access the Portal. Motto will not be responsible for any costs or expenses that you incur to obtain such equipment or software or for any damages you incur as a result of lacking equipment, connectivity, software, or other services necessary to access or use the Portal.

10. **Content**. Motto provides the Portal for the purposes of sharing positive information and ideas, inspiring creativity, fostering the Motto Mortgage network, and streamlining access to the Motto membership resources (collectively the "Purposes"). Motto may make content of various types, such as documents, images, or videos, available for viewing through the Portal or download via the Portal. Except to the extent that Motto indicates otherwise by specifically marking particular content, including by marking content as "Advertising" pursuant to Section 11 below, the content available on the Portal is confidential material subject to your franchise agreement with Motto. Motto reserves the right, in its sole discretion, to

modify, supplement, delete, discontinue or remove any file, publication, information, communication or other content appearing on, uploaded to or transmitted through the Portal. Motto will bear no liability for damages resulting from any such change.

11. **Advertising Materials**. In limited circumstances Motto may provide on the Portal audio and visual advertising materials, such as brochures, posters, or digital media templates ("Advertising Materials"), which Motto will mark on the Portal as "Advertising." To the extent you have received a license to use trademarks or service marks related to the Motto Mortgage brand ("Motto Marks"), you may also use the Advertising Materials, subject to the terms of your license to the Motto Marks and to this Agreement. You hereby acknowledge and agree that you will observe any limits on the use of the Advertising Materials that are required by Motto, by law, or by anyone with an interest in the Advertising Materials. The use of any Advertising Materials may be discontinued at any time at Motto's sole option, and you agree to take any action required to discontinue such use when required. You further agree to (a) use the Advertising Materials in the form in which they have been created, without modifications other than those permitted by the *Motto Mortgage Brand Standards Trademarks and Usage* manual; (b) comply with any expiration date(s) for such Advertising Materials, whether such dates are posted on slates preceding televisions commercials, posted on the Portal, or communicated in any other manner; (d) upon an expiration date that applies to particular Advertising Materials, immediately delete, destroy, and otherwise stop any and all usage of, any products or materials, even ones that you have created or purchased, that incorporate or use any portion of such expired Advertising Materials; (e) upon any notification from Motto requiring that you do so, which may consist solely of posting the notification on the Portal, immediately delete, destroy, and otherwise stop any and all usage of, any products or materials, even ones that you have created or purchased, that incorporate or use any portion of the Advertising Material that is the subject of such notification; and (f) regularly check the Portal and any other communication from Motto for such notifications and expirations.

You also hereby agree that if you modify the Advertising Materials in any manner, including but not limited to adding on your business contact information, you do so at your own risk and you assume any and all liability for (i) any claims that such usage is improper, including without limitation copyright infringement or a violation of federal or state law applicable to advertising and (ii) any and all costs incurred by Motto arising from any claims relating to your usage of the Advertising Materials, including court costs and attorney fees. **You agree to ensure that any advertising you disseminate based on the Advertising Materials is compliant with applicable law, including Regulations N and Z and prohibitions on unfair, deceptive, or abusive practices. You acknowledge that Motto generally does not review advertising by franchisees and cannot advise on regulatory risks presented by franchisee-developed content.**

12. **Listings**. Motto provides through the Portal a service ("Listings Service") that controls business listings data regarding you and your loan originators ("Listings Data") that is presented to third parties operating online business directories, search websites, social media websites, mobile apps, or other online services through which users search for and obtain information about businesses ("Directories").

a. You authorize Motto, and any third party with which Motto may contract to perform the Listings Service, to submit Listings Data to one or more Directories, as Motto may in its discretion select from time to time. You agree to facilitate Motto's performance of the Listings Service by authorizing access to any account that a Directory provides you for managing your Listings Data at that Directory.

b. Motto will use Listings Data that you have provided to Motto. Motto will not verify your Listings Data, and you are responsible for ensuring that the Listings Data you have provided are accurate and are consistent with applicable law. You agree to indemnify, defend, and hold harmless

Motto and its shareholders/members, affiliates, parent companies, directors/managers, officers, employees, and agents from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable outside attorney fees and disbursements, court costs or arbitration costs, arising out of any display of Listings Data through a Directory. Your obligations to indemnify Motto shall survive expiration or termination of this Agreement.

c. You acknowledge that a Directory might impose character limits, quality standards, or other content policies that restrict the Listings Data that it will accept, and that a Directory may reject a submission of Listings Data. Motto does not represent, guarantee, or warrant that a given Directory will display your Listings Data, will display your Listings Data in any particular location, format, or website, or will display data regarding your business that are consistent with your Listings Data. Motto will have no liability for how any Directory displays information about you or your loan originators.

d. In the event your franchise agreement with Motto terminates, you authorize Motto to submit updated Listings Data to Directories to remove any listings that use or portray trademarks or service marks owned by Motto. This subsection 12(d) shall survive the expiration or termination of this agreement.

13. **Use of the Portal.** You agree that any and all information you or your Users place on the Portal shall at all times be:

a. True and accurate in all respects to the posting User's knowledge and belief;
b. Corrected promptly by the posting User;
c. Lawfully placed on the Portal; and
d. Accessed, used, and distributed strictly in accordance with all terms of this Agreement.

14. **Prohibited Use of Portal.** You agree to abide by all applicable local, state, national, and foreign laws, treaties, and rules and regulations in connection with the Portal and agrees that its Users must not use the Portal or any feature, aspect, or data in, a part of, or from the Portal to:

a. Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; harvest, collect, gather, or assemble information or data regarding other franchisees or their Users, including, but not limited to, email addresses and payment information without their consent;

b. Transmit, upload, post or publish on the Portal any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature;

c. Transmit any material that the posting User knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;

d. Attempt to gain unauthorized access to the Portal, or to other accounts, computer systems, networks, or other Users connected to or using the Portal, through password mining or any other means;

e. Interfere with or disrupt servers, networks, hardware, software, or Users connected to or using the Portal, or violate the licenses, policies, procedures, or regulations of such;

f. Harass or interfere with another User's use or enjoyment of the Portal or other User's information or data on the Portal;

g. Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal email activities;

h. Transmit, upload, post or publish any material which may infringe upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material. When copyrighted or proprietary material is uploaded, posted or otherwise published by a User on the Portal, the User must include with such material all notices of copyright or claims of proprietary rights that are required by law;

i. Copy any portion of the Portal for any purpose, including, but not limited to, copy any portion of the Portal for transmission or use, directly or indirectly, on any computerized electronic exchange other than the Portal, excepting only that portion of the information or data on the Portal that a User uploaded to the Portal through the User's Account;

j. Grant access to the User's Account to any other person;

k. Transfer, rent, lease, grant a security interest in, or otherwise encumber in any way any portion of the Portal or any of your rights to access or use the Portal, whether through this Agreement or otherwise;

l. Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded;

m. Falsify the origin or source of software or other material contained in a file that is uploaded; or;

n. Download any file that the User knows, or reasonably should know, cannot be legally distributed in such manner.

Motto reserves the right to refrain from processing and/or to delete from the Portal any software, file, information, communication or other material or content that, in the judgment and sole discretion of Motto, is inconsistent with or contrary to the Purposes of the Portal or the prohibitions specified in this Section 14.

15. **User Responsibilities.** You undertake the following responsibilities with respect to your Users:

a. No other individual or entity, including other Users, shall access the Portal through a given User's Account. You shall be responsible for any and all charges, claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) that arise from any unauthorized access to the Portal through one of your User's Accounts. A User will comply with all applicable laws with respect to use of the Portal and with all rules and regulations adopted by Motto governing use of the Portal. A User is responsible for reading and complying with all rules, regulations, warnings, notices and instructions posted by Motto on the Portal.

b. You are responsible for any and all information and data that your Users place on the Portal. You shall indemnify and hold Motto and its shareholders, affiliates, parent companies, directors, officers, employees, and agents harmless from and against any and all claims that any information or data that one of your Users places directly or indirectly on the Portal is inaccurate, incomplete or unauthorized in any respect.

c. You are responsible for any and all activities that occur under its Users' Accounts. A User must log off and exit from his or her Account at the end of each session of use. You shall send Motto notice immediately upon being aware or suspicious of any unauthorized use of the Portal by any person. You are solely responsible for protecting your computer systems from viruses, malware, spyware, malicious code, communication disruptions, and attacks by hackers and other unauthorized parties. You will take reasonable steps to maintain the security of your computer systems and will comply with applicable laws relating to privacy and data security.

d. You grant Motto full access to any information regarding your Users, your Users' accounts, any information your Users place on the Portal, and all cookies and any other information gathered in connection with use of the Portal. You hereby consent to the use and disclosure of any and all such information and data, including as may be required by law or by governmental authority, or as Motto may from time to time deem appropriate in accordance with the franchise agreement between you and Motto. This access specifically excludes any account data (as defined in the Data Security Standards, version 3.2, issued in April 2016 by the Payment Card Industry Security Standards Council) associated with a payment card that a User has used on the Portal ("Card Data"). Such data are transmitted to the authorized payment gateway and third-party transaction processing system directly without being accessed or stored by Motto.

e. You hereby grant Motto and its assigns a non-exclusive, unrestricted, perpetual royalty-free license to display, publish, and otherwise use any and all information or data that your Users place on the Portal.

f. You represent and warrant that with respect to information that your Users place on the Portal, you have all rights necessary for its Users to provide the information and for you to grant the licenses and authorizations in subsections 15(d) and 15(e).

15.1. In addition, you acknowledge and will alert your Users that any information a User places on the Portal (other than Card Data) is public, and not private, communication. Further, all information that a User places on the Portal is accessible by Motto at all times and may be revised by Motto to conform to any Portal requirement, although Motto is under no obligation to reformat any data and shall not be liable to a User, to you, or to any other person for any information or data or revisions thereto. Motto reserves the right for any reason to remove, without notice, any information received from any User. However, you acknowledge that no information, pictures, analysis, postings, conferences, and other communications by other Users is endorsed by Motto. Such communications shall not be considered reviewed, screened, or approved by Motto.

15.2. Motto may place cookies and other files on a User's computer hard drive or other storage medium to assist the Portal in limiting access to only authorized Users and recording authentication information for the duration, activities, and content of each session of a User on the Portal.

15.3. If a User has received a mottomortgage.com email address, Motto may use that mottomortgage.com email address as the User's primary email address in the User's profile in the Portal.

16. **No Unlawful or Prohibited Use.** You warrant that your Users will not access or use the Portal for any purpose that is unlawful or prohibited by this Agreement.

17. **Availability of the Portal**. Motto will use commercially reasonable efforts to provide access to the Portal during business hours. You agree that from time to time the Portal may become inaccessible or inoperable for various reasons, including (a) equipment malfunctions, (b) periodic maintenance procedures or repairs, or (c) causes beyond Motto's reasonable control or not reasonably foreseeable by Motto, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. Motto makes no representations or warranties regarding availability of the Portal.

18. **Support.** Motto shall only provide on-line technical support for difficulties you may have accessing the Portal or any of its features. Technical support shall not include any aspect of your computer hardware, software, configurations, means of gaining access to the Internet, ability to browse the Internet, or ability to access any facet or portion of the Portal.

19. **Copyrights and Licenses.**

a. Motto hereby claims and reserves all rights in copyrights and other rights in and to the Portal, including the Portal name, front page, Portal graphics and all material and content originating with or provided by Motto, including any audio or visual advertising materials or other documents accessible through the Portal.

b. Except to the extent, if any, permitted by the "fair use" doctrine of copyright law, or as permitted in Section 11 above, you agree that wherever a copyright notice or claim is included (i) with or on any content or material or (ii) on any screen display on the Portal, that you will not download, duplicate, forward, distribute, display, perform or otherwise use such content, material or screen display without the express written authorization from the owner of such copyright.

c. You acknowledge and agree that only the owner of copyrighted or proprietary material, and those authorized in writing by the owner of such material to do so, may upload copyrighted or proprietary material to the Portal. You warrant that your Users will not upload copyrighted material to the Portal for the purpose of making such copyrighted material available to other Users without the express written authorization to do so from the owner of such copyright. For copyrighted material that you or one of your Users is authorized to upload to the Portal, you agree that the copyrighted nature of such material and the scope of its permitted use shall be designated. You acknowledge and agree that in posting or uploading any copyrighted material, changes to or deletion of author attribution or copyright notice is expressly prohibited.

d. You agree that software or tools downloaded or otherwise available through access to the Portal may not be reverse engineered or otherwise tampered with unless specifically authorized in writing by the owner of the rights in such software or tools.

20. **Disclaimer of Warranties and Limitation of Liability.**

19.1. MOTTO MAKES NO WARRANTIES OR GUARANTIES AS TO THE AVAILABILITY OR RELIABILITY OF THE PORTAL OR THE INFORMATION MEMBERS PLACE ON THE PORTAL. MOTTO MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON THE PORTAL FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. MOTTO HEREBY DISCLAIMS ALL

WARRANTIES AND CONDITIONS WITH REGARD TO ALL INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES REGARDING THE PORTAL, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL Motto OR ITS EMPLOYEES, AFFILIATES, PARENT COMPANIES, DIRECTORS/MANAGERS, SHAREHOLDERS/MEMBERS, OFFICERS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE PORTAL OR ANY INFORMATION THEREON, OR WITH THE DELAY OR INABILITY TO USE THE PORTAL, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES THROUGH THE PORTAL, OR OTHERWISE ARISING OUT OF THE USE OF THE PORTAL, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF ANALYSIS, OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PORTAL OR THE FAILURE TO PROVIDE SUPPORT FOR OR RESOLVE ANY SUPPORT ISSUES REGARDING THE PORTAL, EVEN IF MOTTO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN ANY CASE, MOTTO'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE HIGHEST AMOUNT OF ROYALTIES THAT HAS COME DUE AND HAS BEEN PAID BY YOU IN ANY SINGLE MONTH UNDER YOUR FRANCHISE AGREEMENT.

19.2. Motto does not endorse or guarantee the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other material or content included on or made available on, over or through the Portal. You hereby waive all claims against Motto regarding such material or content, including any claims that arise as a result of your or your Users' use of or reliance upon the accuracy, completeness, truthfulness, security or reliability of any service, opinion, advice, communication, information or other material or content included on or made available on, over or through the Portal. You expressly acknowledge that the provisions of this Section 19 relating to disclaimer of warranties and exclusion of liability shall also apply to any claims relating to access to services, information and other content provided by parties other than Motto, and any other content available through the Portal. You agree you will not hold Motto responsible for any selection or retention of, or the acts or omissions of, third parties in connection with the Portal.

21. **Indemnity.** You agree to indemnify, defend, and hold harmless Motto and its shareholders/members, affiliates, parent companies, directors/managers, officers, employees, and agents from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable outside attorney fees and disbursements, court costs or arbitration costs, arising out of any breach or violation by you or any of your Users of any term or condition of this Agreement. Your obligations to indemnify Motto shall survive expiration or termination of this Agreement.

22. **Privacy**. Motto collects personally identifiable information from Users when they register to use the Portal and during the course of their sessions using the Portal. The license to you for a User to access and use the Portal is conditional upon the User's acceptance of Motto's privacy policy regarding the Portal, as posted on the Portal. Motto may amend the privacy policy from time to time. A User's continued use of the Portal after a change will constitute consent to the amended policy.

23. **Modification of Agreement.** This Agreement may be modified by Motto at any time, without limitation, by posting notice on the Portal of any modifications to the terms or conditions of this Agreement. Unless otherwise specified in the notice, any modifications to the Agreement shall be effective when posted on the Portal.

24. **Governing Law.** This Agreement shall be governed by the laws of the state of Colorado without regard to its conflict of laws principles. The courts of Colorado shall have exclusive jurisdiction over all disputes relating to this Agreement. You agree that venue and jurisdiction for judicial proceedings is proper and shall exist exclusively in Denver, Colorado.

25. **Entire Agreement.** Unless modified as provided in Section 25, this Agreement includes the entire understanding between Motto and you regarding the subject hereof and supersedes all previous agreements between them.

26. **Assignment.** This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of Motto and you and our respective successors and assigns, and no other person or legal entity shall acquire or have any rights under or by virtue of this Agreement. This Agreement may be assigned by Motto to a corporate affiliate, subsidiary or successor in interest, in Motto's sole discretion. This Agreement may not be assigned or otherwise transferred by you without the prior written consent of Motto.

27. **Severability Clause.** If any term or condition of this Agreement or application of any such term or condition is held unlawful or invalid, the remainder of this Agreement and the application of such term or condition other than to the extent it is held unlawful or invalid, will not be held unlawful, invalidated, or affected thereby, and shall remain in full force and effect.

28. **No Waiver.** A failure by Motto or you to enforce at any time any term or condition of this Agreement shall not be considered a waiver of that party's right thereafter to enforce that same term or condition or any other term or condition of this Agreement.

29. **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

30. **No Joint Venture.** Motto and you agree that this Agreement does not create a joint venture, partnership, employment, or agency relationship as a result of this Agreement or your use of the Portal. Motto and you expressly understand and agree that each party is acting as an independent contractor unrelated to the other party or its subsidiaries or affiliates.

31. **Third Parties' Networks.** The Portal may contain hyperlinks to websites operated by parties other than Motto. Motto does not control such websites and is not responsible for their content or the availability, security or integrity of any information submitted to such websites. Motto's inclusion of hyperlinks to such websites does not imply any endorsement of the material, products or services on such websites or any association with their operators. The Portal contains functionalities and services that allow sending, delivering or receiving information between franchisees, Motto and third parties, which may be relayed or carried through Motto, public, third parties' or other networks, systems, servers, websites, applications, or Software as a Service ("SaaS") (e.g., telephone and cellular networks, email servers) ("Third Parties' Networks"). The Third Parties' Networks are not controlled by Motto in any way and Motto shall not be held responsible for the performance, security, integrity, availability, functionality, quality or reliability of any of the Third Parties' Networks or the information sent, delivered, relayed, carried or received through the Third Parties' Networks. Notwithstanding anything herein, Motto does not warrant or guarantee that the information sent, relayed, carried or delivered through these Third Parties' Networks will reach its destination or its correct address or recipient, that the details of the recipient or sender are correct or accurate, or that the integrity or confidentiality of the information will be maintained in transit.

32. **Force Majeure.** Motto shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance, due to causes beyond its reasonable control, after exercising its best commercially reasonable efforts to remedy any such failure or delay, including without limitation any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to Motto or any facilities used by or for Motto, failure of the Internet, hosting, telecommunications, or other services to Motto or facilities used by or for Motto, natural disasters, acts of God, or acts of terrorism or war.

33. **Notice.** Whenever you are required by the terms of this Agreement to provide notice to Motto or obtain written permission from Motto, it shall be sent via email to webmaster@mottomortgage.com.

Motto and you have executed this Agreement as of the respective dates indicated below.

____
Motto Franchising, LLC

Date: ______________________

Franchisee

By: ____

Name: ____

Title: ____

Date: ______________________

EXHIBIT A-6

MOTTO WEB HOSTING USER AGREEMENT

MOTTO WEB HOSTING USER AGREEMENT

This agreement ("Agreement") is entered into by and between Motto Franchising, LLC ("Motto"), a Delaware Limited Liability Company whose address is 5075 S. Syracuse Street, Denver, CO 80237, and you, a franchisee of Motto ("Franchisee," "you," "your"). The Agreement governs use by you and your loan originator employees of services that Motto provides for hosting your office web page, as well as associated services.

1. **Website Services**. Motto will provide access to a website hosting service to deliver webpage content regarding your Motto Mortgage office and your loan originators to internet users browsing the website. The website hosting service may encompass other services associated with the hosting of your website, such as content editing tools through you or users associated with you can edit the content of your webpages. Collectively the services described in this paragraph are referred to as the "Website Services." At any time and without notice, Motto in its sole discretion may elect, but is not obligated, to introduce or grant different degrees of access to information and/or analysis to different types or categories of users ("Types").

2. **Information Services**. The Website Services may include information submission forms through which internet users can provide information to you and request information from you, and database services through which you or your users can manage records of those information requests (together, ***"Information Services"***). Motto may, from time to time, in its sole discretion and without notice, add to, revise, or delete any or all aspects of the Information Services available to you. Motto shall incur no liability in connection with any change to the Information Services.

3. **Provider.** The Website Services may be hosted and managed on one or more internet-accessible servers controlled and managed by Motto or a third-party provider that Motto may choose, at premises selected by Motto or by its third-party provider.

4. **License.** Subject to the terms and conditions of this Agreement, and during the term of this Agreement, you have a limited, non-exclusive, non-transferable, license for you and such of your employees and loan originators as you may designate ("Users") to access and use the Website Services for the purposes of promoting your services and those of your loan originators; for collecting lead information; and to use tools and services available through the Website Services. You are not permitted to transfer, rent, lease, grant a security interest in, or otherwise encumber in any way any portion of the Website Services or any of your rights to access or use the Website Services, whether through this Agreement or otherwise. You agree that Motto may establish general practices and limitations concerning use of the Website Services and may modify such practices and limits from time to time without notice to you.

5. **Other Services**. Motto provides a suite of computer systems and services that a user accesses through a single logon feature (collectively "Motto Online Services"). The Website Services are among the Motto Online Services. Motto may from time to time, in its sole discretion, add services to or remove services from the collection of Motto Online Services. Your license to use the Website Services is conditional upon your agreeing to the applicable terms governing access to each and every one of the Motto Online Services.

6. **User Access**. Before a User can access the Website Services, the User must complete an online registration process that Motto has established and may modify from time to time. During the registration process, the User will provide information that Motto requires to establish an account for the User. Completing the registration process is voluntary, but access to the Website Services will not be available to a User before the User completes the process. Only one User may access the Website Services using

the account established by the User. You will be liable for the actions of Users you designate to have access to the Website Services and for any actions under those User accounts, as well as for any damages or liabilities arising from access through those User accounts. **You are required to maintain and ensure that your Users maintain the confidentiality of any login credentials, including user IDs and passwords, used to access the Website Services.** If there is a breach of security through a failure by any of your Users to maintain such confidentiality, then you will be liable for any unauthorized access to the Website Services attributable to unauthorized use of the affected credentials.

Motto may limit the total number of Users or the number of Users of various Types that you are permitted to designate. If a User's activities are not in compliance with this Agreement, Motto may, immediately and without prior notice, suspend the User's access to the Website Services. In addition, Motto may link a User's access to the Website Services to the User's access to other components of the Motto Online Services. If Motto modifies, terminates, or disables a User's access to another Motto Online Service, the User may lose access to the Website Services as well. Motto will not be liable for any suspension or termination of access.

Except as set forth in this Section 6, Motto will provide, modify, or terminate a User's access or change a User's Type solely at your direction.

7. **License to Host Website.** To the extent necessary for performing the Website Services, you grant to Motto and to any third-party provider that Motto selects for carrying out the Website Services a non-exclusive right to reproduce, modify, adapt, display, distribute, transmit, and otherwise use content that you provide for inclusion in a website or webpage hosted through the Website Services.

8. **Agreement**. This Agreement shall have no force or effect until it is accepted in the State of Colorado by Motto. Your continued use of the Website Services will be deemed acceptance of this Agreement, and you agree that this Agreement supersedes and replaces all prior agreements between you and Motto regarding your access to or use of the Website Services. If there are any conflicts between the terms and conditions of this Agreement and any prior versions, the terms and conditions of this Agreement shall control.

9. **Termination**. This Agreement, and access by you and your Users under the Agreement, will terminate immediately and automatically if at any time your franchise agreement with Motto terminates. In addition, Motto may suspend or terminate the Agreement, without prior notice to you, if (a) you are in breach of any term or condition of the Agreement; (b) your agreement regarding another of the Motto Online Services terminates; or (c) Motto's agreement with a third-party provider of Website Services is terminated. Motto is not responsible for any costs or expenses that you incur as a result of losing access to the Website Services because of a suspension or termination of the Agreement or your or your Users' access to the Website Services.

10. **Connectivity**. You are responsible for all equipment, telephone connectivity, software, and other services necessary for your Users to access the Website Services. Motto may from time to time require the use of specific equipment or software to access the Website Services. Motto will not be responsible for any costs or expenses that you incur to obtain such equipment or software or for any damages you incur as a result of lacking equipment, connectivity, software, or other services necessary to access or use the Website Services.

11. **Content**. Motto provides the Website Services to enable you to present your mortgage brokerage business, through a website and associated webpages, to consumers, to potential employees or loan originators, to real estate professionals, or to others who may be interested in learning more about your services. You are responsible for all information, data, text, software, music, sound, photographs,

graphics, video, messages, or other materials that you upload, transmit, or cause to be transmitted through the Website Services ("Content"). **You agree to ensure that your Content is compliant with applicable law, including Regulations N and Z and prohibitions on unfair, deceptive, or abusive practices. You acknowledge that Motto generally does not review your Content and cannot advise on regulatory risks presented by your Content.**

12. **Website Materials**. Motto may also provide you access through the Website Services to documents, images, graphics, information, videos, website and webpage designs, and web coding (collectively "Website Materials").

a. The Website Materials may include templates, which Motto may allow you to modify, alter, or customize. To the extent you have received a license to use trademarks or service marks related to the Motto Mortgage brand ("Motto Marks"), you may also use the Website Materials on your websites and webpages hosted through the Website Services, subject to the terms of this Agreement and of your franchise agreement with Motto. Motto reserves the right, in its sole discretion, to modify, supplement, delete, discontinue or remove any portion of the Website Materials. Motto will bear no liability for damages resulting from any such change.

b. You hereby acknowledge and agree that you will observe any limits on the use of the Website Materials that are required by Motto, by law, or by anyone with an interest in the Website Materials. The use of any Website Materials may be discontinued at any time at Motto's sole option, and you agree to take any action required to discontinue such use when required.

c. Motto may limit the modifications you can make to a given template. Motto may also require that your website include certain materials, such as mandatory graphics on the background of webpages, mandatory text on certain pages, or code for certain webpage functionality. You agree to observe any limitations that Motto prescribes or implements on the use or alteration of the Website Materials; you agree not to employ any device to circumvent those limitations; and you agree not to remove, obscure, or disable any material that Motto requires to be on a website or webpage.

d. Motto may make available code or links to enable you to solicit and accept mortgage loan applications submitted through an online form. You agree not to implement code or links for online loan applications unless and until Motto provides you such code or links, and you agree not to implement code or links other than those that Motto provides.

e. You acknowledge that aside from Website Materials that Motto specifies or provides, in the precise and unaltered form that Motto provides such Materials, you or your Users are the sole creators and authors of your websites and webpages hosted through the Website Services. You acknowledge and agree that Motto will not review, edit, or advise on your Content, other than to verify your compliance with this agreement or as specifically permitted in this agreement.

f. You agree that when you modify the Website Materials in any manner, including but not limited to adding on your business contact information, you do so at your own risk and you assume any and all liability for (i) any claims that such usage is improper, including without limitation copyright infringement or a violation of federal or state law applicable to advertising and (ii) any and all costs incurred by Motto arising from any claims relating to your usage of the Website Materials, including court costs and attorney fees.

13. **Prohibited Use of Website Services.** You agree to abide by all applicable local, state, national, and foreign laws, treaties, and rules and regulations in connection with the Website Services and agrees that you and your Users must not transmit or store materials through the Website Services that:

a. are harmful to the Website Services or to the computer systems or software used to implement the Website Services;

b. contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

c. interfere with or disrupt the Website Services or servers or networks connected to the Website Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Website Services;

d. are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information);

e. harm minors in any way;

f. misrepresent the identity of any person or the source of any information, including through forging of metadata or web code;

g. infringe upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material;

h. promote or provide instructional information about illegal activities;

i. offer to provide any product or service in a manner for which you are not authorized, under applicable law;

j. violate applicable local, state, or federal law.

14. **Removal, Preservation, or Disclosure of Content**. While Motto does not regularly review your Content, you agree that Motto has the right (but not the obligation) in its sole discretion to remove or delete any Content that violates this Agreement or your franchise agreement with Motto. You agree that Motto may preserve copies of Content, including Content that it has removed, and may disclose Content if such preservation or disclosure is required by law or is reasonably necessary to comply with legal process; to enforce this Agreement; to respond to claims that any Content violates the rights of third parties; or to protect the rights, property, or safety of Motto, of franchisees, or the public.

15. **Additional Responsibilities.** You undertake the following responsibilities with respect to your Users:

a. No other individual or entity, including other Users, shall access the Website Services through a given User's Account. You shall be responsible for any and all charges, claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) that arise from any unauthorized access to the Website Services through one of your Users' Accounts. A

User will comply with all applicable laws with respect to use of the Website Services and with all rules and regulations adopted by Motto governing use of the Website Services.

b. You are responsible for any and all content that you or your Users transmit, upload, or display using the Website Services. You indemnify and hold Motto and its shareholders, affiliates, parent companies, directors, officers, employees, and agents harmless from and against any and all claims that any such content is inaccurate, incomplete or unauthorized in any respect, or is in violation of applicable law.

c. You are responsible for any and all activities that occur under your Users' accounts. A User must log off and exit from his or her account at the end of each session of use. You shall send Motto notice immediately upon being aware or suspicious of any unauthorized use of the Website Services by any person.

d. You are solely responsible for protecting your computer systems from viruses, malware, spyware, malicious code, communication disruptions, and attacks by hackers and other unauthorized parties. You will take reasonable steps to maintain the security of your computer systems and will comply with applicable laws relating to privacy and data security.

e. You represent and warrant that with respect to content you or your Users transmit, upload, or display using the Website Services, you have all rights necessary for its Users to provide the content and for you to grant the license in Section 7.

f. Motto may place cookies and other files on a User's computer hard drive or other storage medium to assist the Website Services in limiting access to only authorized Users and recording authentication information for the duration, activities, and content of each session of a User on the Website Services.

16. **Availability of the Website Services**. Motto will use commercially reasonable efforts to provide your Users access to the Website Services during business hours and to provide third-party users access to your website and webpages hosted through the Website Services during reasonable hours. You agree that from time to time the Website Services may become inaccessible or inoperable for various reasons, including (a) equipment malfunctions, (b) periodic maintenance procedures or repairs, or (c) causes beyond Motto's reasonable control or not reasonably foreseeable by Motto, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. Motto makes no representations or warranties regarding availability of the Website Services or your website or webpages hosted through the Website Services.

17. **Support.** Motto shall only provide on-line technical support for difficulties Member may have accessing the Website Services or any of its features. Technical support shall not include any aspect of Member's computer hardware, software, configurations, means of gaining access to the Internet, ability to browse the Internet, or ability to access any facet or portion of the Website Services.

18. **Copyrights and Licenses.** You acknowledge and agree that only the owner of copyrighted or proprietary material, and those authorized in writing by the owner of such material to do so, may upload copyrighted or proprietary material to the Website Services. You warrant that neither you nor your Users will incorporate copyrighted material into a website or webpage hosted through the Website Services without express written authorization to do so from the owner of such copyright. For copyrighted material that your or one of your Users is authorized to upload to the Website Services, you agree that the copyrighted nature of such material and the scope of its permitted use shall be designated. You

acknowledge and agree that in posting or uploading any copyrighted material, changes to or deletion of author attribution or copyright notice is expressly prohibited.

19. **Disclaimer of Warranties and Limitation of Liability.**

a. MOTTO MAKES NO WARRANTIES OR GUARANTIES AS TO THE AVAILABILITY OR RELIABILITY OF THE WEBSITE SERVICES. MOTTO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO ALL INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES REGARDING THE WEBSITE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL MOTTO OR ITS EMPLOYEES, AFFILIATES, PARENT COMPANIES, DIRECTORS/MANAGERS, SHAREHOLDERS/MEMBERS, OFFICERS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE WEBSITE SERVICES OR ANY INFORMATION THEREON, OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES THROUGH THE WEBSITE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF ANALYSIS, OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE SERVICES OR THE FAILURE TO PROVIDE SUPPORT FOR OR RESOLVE ANY SUPPORT ISSUES REGARDING THE WEBSITE SERVICES, EVEN IF MOTTO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN ANY CASE, MOTTO'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE HIGHEST AMOUNT OF ROYALTIES THAT HAS COME DUE AND HAS BEEN PAID BY YOU IN ANY SINGLE MONTH UNDER YOUR FRANCHISE AGREEMENT.

b. Motto does not endorse or guarantee the accuracy, completeness, truthfulness or reliability of any the Website Materials. You hereby waive all claims against Motto regarding such material or content, including any claims that arise as a result of your or your Users' use of or reliance upon the accuracy, completeness, truthfulness, security or reliability of any of the Website Materials or the Website Services. You expressly acknowledge that the provisions of this paragraph 19 relating to disclaimer of warranties and exclusion of liability shall also apply to any claims relating to access to services, information and other content provided by parties other than Motto, including any third party that provides Website Services. You agree that you will not hold Motto responsible for any selection or retention of, or the acts or omissions of, third parties in connection with the Website Services.

20. **Indemnity.** You agree to indemnify, defend, and hold harmless Motto and its shareholders/members, affiliates, parent companies, directors/managers, officers, employees, and agents from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable outside attorney fees and disbursements, court costs or arbitration costs, arising out of any breach or violation by you of any term or condition of this Agreement. Your obligations to indemnify Motto shall survive expiration or termination of this Agreement.

21. **Privacy**. Motto collects personally identifiable information from your Users when they register to use the Website Services and during the course of their sessions using the Website Services. The license to you for a User to access and use the Website Services is conditional upon a User's acceptance of Motto's privacy policy regarding the Website Services. The privacy policy is available at [link]. Motto may amend the privacy policy from time to time. A User's continued use of the Website Services after a change will constitute consent to the amended policy.

22. **Consumer Privacy**. When consumers view or visit your website, the Website Services may include code that uses cookies, web beacons, or other tracking technology, and code that may share tracking data with Google or with other third-party vendors. In addition, a consumer may use the Information Services to submit information to indicate interest in using your services to obtain a mortgage loan. You acknowledge and agree that Motto may access and use information obtained during a consumer's visitation of your website or obtained from a consumer through the Website Services and may share such information with third parties, to the extent permitted under applicable law. You grant to Motto a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, modify, adapt, translate, publish, perform, and distribute data gathered through the Website Services to the extent allowed by law in light of consumer choices regarding disclosure of personal information.

a. You agree to include on your website a privacy notice that is compliant with applicable law regarding privacy and disclosure of nonpublic personal information. Motto may specify the content and form of this notice, in part or in whole, and you agree to provide notices substantially similar to what Motto specifies unless you receive written permission from Motto to provide a different notice.

b. Neither you nor Motto will share personal information collected through the Website Services regarding a consumer for the purpose of serving as a factor in establishing the consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; or for other purposes for which consumer reports are authorized under the Fair Credit Reporting Act or comparable state law.

c. If a consumer opts out from the sharing of nonpublic personal information about that consumer, Motto will access or disclose nonpublic personal information about that consumer only in order to provide support services related to your use of the Website Services or to perform functions you may specify or direct on your behalf. When Motto accesses or uses nonpublic personal information pursuant to this Section 22(c), it will not disclose or use the information for any purpose other than to carry out the purposes for which it is authorized to access the information.

23. **Modification of Agreement.** This Agreement may be modified by Motto at any time, without limitation, by posting notice of any modifications to the terms or conditions of this Agreement. Unless otherwise specified in the notice, any modifications to the Agreement shall be effective when posted.

24. **Governing Law.** This Agreement shall be governed by the laws of the state of Colorado without regard to its conflict of laws principles. The courts of Colorado shall have exclusive jurisdiction over all disputes relating to this Agreement. You agree that venue and jurisdiction for judicial proceedings is proper and shall exist exclusively in Denver, Colorado.

25. **Entire Agreement.** Unless modified as provided in Section 23, this Agreement includes the entire understanding between Motto and you regarding the subject hereof and supersedes all previous agreements between us.

26. **Assignment.** This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of you and Motto and our respective successors and assigns, and no other person or legal entity shall acquire or have any rights under or by virtue of this Agreement. This Agreement may be assigned by Motto to a corporate affiliate, subsidiary or successor in interest, in Motto's sole discretion. This Agreement may not be assigned or otherwise transferred by you without the prior written consent of Motto.

27. **Severability Clause.** If any term or condition of this Agreement or application of any such term or condition is held unlawful or invalid, the remainder of this Agreement and the application of such term or condition other than to the extent it is held unlawful or invalid, will not be held unlawful, invalidated, or affected thereby, and shall remain in full force and effect.

28. **No Waiver.** A failure by Motto or you to enforce at any time any term or condition of this Agreement shall not be considered a waiver of that party's right thereafter to enforce that same term or condition or any other term or condition of this Agreement.

29. **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

30. **No Joint Venture.** Motto and you agree that this Agreement does not create a joint venture, partnership, employment, or agency relationship as a result of this Agreement or your use of the Website Services. Motto and you expressly understand and agree that each party is acting as an independent contractor unrelated to the other party or its subsidiaries or affiliates.

31. **Force Majeure.** Motto shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance, due to causes beyond its reasonable control, after exercising its best commercially reasonable efforts to remedy any such failure or delay, including without limitation any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to Motto or any facilities used by or for Motto, failure of the Internet, hosting, telecommunications, or other services to Motto or facilities used by or for Motto, natural disasters, acts of God, or acts of terrorism or war.

32. **Notice.** Whenever you are required by the terms of this Agreement to provide notice to Motto or obtain written permission from Motto, it shall be sent via email to webmaster@mottomortgage.com.

You and Motto have executed this Agreement as of the respective dates indicated below.

____
Motto Franchising, LLC

Date: _____________________

Franchisee

By: _______________________________________

Name: _____________________________________

Title: ______________________________________

Date: _____________________

RIDER TO THE WEB HOSTING USER AGREEMENT OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF NORTH CAROLINA

This Rider is entered into this ______ day of ______________, 20___, by and between MOTTO FRANCHISING, LLC ("***MOTTO FRANCHISING, LLC***," "***we,***" or "***us***"), and ______________________ ____________________________ ("***you***" or "***Franchise Owner***").

We and you are parties to that certain Web Hosting User Agreement "***Web Hosting User Agreement***" dated ____________________, 20___, that has been entered into concurrently with this Rider. This Rider is annexed to and forms part of the Web Hosting User Agreement. This Rider modifies the Web Hosting User Agreement as provided below:

3. Consumer Privacy. The second sentence of Subsection 22.a of the Web Hosting User Agreement is deleted in its entirety and the following sentence is added in its place:

This notice must disclose that personal information may be shared with Motto and other companies that provide administrative and support services to help operate the Website Services, specifically for the purpose of providing those administrative and support services.

Subsection 22.c is revised as follows:

Unless otherwise allowed by law—and conditional upon your having provided adequate notice and opportunity to opt out, and a consumer's not having opted out—Motto will access, use, or share nonpublic personal information about that consumer only in order to provide administrative and support services related to your use of the Website Services or to perform functions you may specify or direct on your behalf. When Motto accesses, uses, or shares nonpublic personal information pursuant to this Section 22(c), it will not disclose or use the information for any purpose other than to carry out the purposes for which it is authorized to access the information.

The following is added to Section 22 as Subsection 22.d:

d. You agree that Motto may access and use and may share with other companies anonymous web tracking information, as described at the beginning of this paragraph, and anonymous session-related information, such as IP address and browser information, for purposes of providing administrative and support services related to the Website Services; analyzing visitors' use of your website; and targeting advertisements. Your privacy notice will disclose the possibility of such use and sharing.

You and Motto have executed this Rider as of the respective dates indicated below.

____

Motto Franchising, LLC

Franchisee

By: ________________________________

Name: ______________________________

Title: _______________________________

EXHIBIT A-8

MOTTO SPARK USER AGREEMENT

MOTTO SPARK USER AGREEMENT

This agreement ("Agreement") is entered into by and between Motto Franchising, LLC ("Motto"), a Delaware Limited Liability Company whose address is 5075 S. Syracuse Street, Denver, CO 80237, and you, a franchisee of Motto ("Franchisee," "you," "your"). The Agreement governs access to and use of Motto Spark services made available by Motto for use by you and by individual users associated with you. For you and your users to be permitted access to these Motto Spark services, you must accept this Agreement. If you do not agree to all the terms and conditions in the Agreement, you will not be permitted to use the Motto Spark services covered by this Agreement.

1. **Motto Spark Services**. Subject to the terms and conditions of this Agreement and during the term of this Agreement, Motto will provide you access to CRM software and services and use of the Motto Spark Software Platform powered by Total Expert, Inc ("Total Expert"), which Motto will procure for your use under the terms of a Master Subscription Agreement with Total Expert (collectively the "Motto Spark Services"). You may designate one or more individuals employed by your Motto mortgage brokerage office as users of the Motto Spark Services under this Agreement ("Users," "your Users"), and Motto will provide a limited, non-sublicensable, non-exclusive, non-transferable, subscription to access and use the Software platform for each User. Motto may limit the total number of Users that you are permitted to designate. The Motto Spark Services will be hosted and managed by Total Expert as Motto's third-party provider on one or more internet-accessible servers controlled and managed by Motto or Total Expert, at premises selected by Motto or by Total Expert.

2. **Other Services**. Motto provides a suite of computer systems and services that a user accesses through a single logon feature (collectively "Motto Online Services"). The Website Services are among the Motto Online Services. Motto may from time to time, in its sole discretion, add services to or remove services from the collection of Motto Online Services. Your license to use the Website Services is conditional upon your agreeing to the applicable terms governing access to each and every one of the Motto Online Services.

3. **User Access**. Before a User can access the Motto Spark Services, the User must complete an online registration process that Motto has established and may modify from time to time. During the registration process, the User will provide information that Motto requires to establish a subscription for the User to access and use the Motto Spark Software platform. Completing the registration process is voluntary, but access to the Motto Spark Services will not be available to a User before the User completes the process. Only one User may access the Motto Spark Services using the subscription login established by the User. You will be liable for the actions of Users you designate to have access to the Motto Spark Services and for any actions under those User subscription accounts, as well as for any damages or liabilities arising from access through those User accounts. **You are required to maintain and ensure that your Users maintain the confidentiality of any login credentials, including user IDs and passwords, used to access the Motto Spark Services.** If there is a breach of security through a failure by any of your Users to maintain such confidentiality, then you will be liable for any unauthorized access to the Motto Spark Services attributable to unauthorized use of the affected credentials.

If a User's activities are not in compliance with this Agreement, Motto may, immediately and without notice, suspend or terminate the User's and/or your/your office's access to the Motto Spark Services. In addition, Motto may link a User's access to the Motto Spark Services to the User's access to other components of the Motto Online Services. If Motto modifies, terminates, or disables a User's access to another Motto Online Service, the User may lose access to the Motto Spark Services as well. Motto will not be liable for any suspension or termination of access.

Except as set forth in this Section 3, Motto will provide, modify, or terminate a User's access or change a User's Type solely at your direction.

4. **Agreement**. This Agreement shall have no force or effect until it is accepted in the State of Colorado by Motto. Your continued use of the Motto Spark Services will be deemed acceptance of this Agreement, and you agree that this Agreement supersedes and replaces all prior agreements between you and Motto regarding your access to or use of the Motto Spark Services. If there are any conflicts between the terms and conditions of this Agreement and any prior versions, the terms and conditions of this Agreement shall control.

5. **Termination**. This Agreement, and access by you and your Users under the Agreement, will terminate immediately and automatically if at any time your franchise agreement with Motto terminates. In addition, Motto may suspend or terminate the Agreement, without notice to you, if (a) you are in breach of any term or condition of the Agreement; (b) your agreement regarding another of the Motto Online Services terminates; (c) you or one of your Users engages in any Prohibited Use of the Motto Spark Services (as defined in Section 8 below); or (d)the Master Subscription Agreement between Motto and Total Expert terminates. Motto is not responsible for any costs or expenses that you incur as a result of losing access to the Motto Spark Services because of a suspension or termination of the Agreement or your access to the Motto Spark Services.

6. **Disclaimer of Warranties and Limitation of Liability**.

6.1. MOTTO MAKES NO WARRANTIES OR GUARANTIES AS TO THE AVAILABILITY OR RELIABILITY OF THE MOTTO SPARK SERVICES. MOTTO MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE MOTTO SPARK SERVICES FOR ANY PURPOSE OR ABOUT THE ACCURACY OF ANY INFORMATION TRANSMITTED THROUGH THE MOTTO SPARK SERVICES OR ANY THIRD-PARTY RESOURCES THAT MAY BE ACCESSIBLE THROUGH THE MOTTO SPARK SOFTWARE PLATFORM. MOTTO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE MOTTO SPARK SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL MOTTO OR ITS EMPLOYEES, AFFILIATES, PARENT COMPANIES, DIRECTORS/MANAGERS, SHAREHOLDERS/MEMBERS, OFFICERS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR USE OF THE MOTTO SPARK SERVICES. IN ANY CASE, MOTTO'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE HIGHEST AMOUNT OF ROYALTIES THAT HAS COME DUE AND HAS BEEN PAID BY YOU IN ANY SINGLE MONTH UNDER YOUR FRANCHISE AGREEMENT. MOTTO MAKES NO REPRESENTATION THAT ITS MOTTO SPARK SERVICES ARE MONITORING STATE, LOCAL, OR NATIONAL DO NOT CALL LISTS. YOU ARE OBLIGATED TO ENSURE THAT THE MARKETING EFFORTS OF YOU AND YOUR USERS COMPLY WITH ANY DO NOT CALL REQUIREMENTS. MOREOVER, IT IS YOUR RESPONSIBILITY TO ENSURE YOUR OWN, AND YOUR USER'S, COMPLIANCE WITH MARKETING LAWS THAT PERTAIN TO YOU.

6.2. Motto does not endorse or guarantee the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other material or content transmitted or accessed through the Motto Spark Services. You hereby waive all claims against Motto regarding such material or content, including any claims that arise as a result of your or your Users' use of or reliance upon the accuracy, completeness, truthfulness, security or reliability of any service, opinion, advice, communication, information or other material or content transmitted or accessed through the Motto Spark Services.

7. **Connectivity**. You are responsible for all equipment, telephone and internet connectivity, software, and other services necessary to access the Motto Spark Services. Motto may from time to time require the use of specific equipment or software to access the Motto Spark Services. Motto will not be responsible for any costs or expenses that you incur to obtain such equipment or software or for any damages you incur as a result of lacking equipment, connectivity, software, or other services necessary to access or use the Motto Spark Services.

8. **Prohibited Uses**. As a condition of your use (and the use by your Users) of the Motto Spark Services, you warrant that the Motto Spark Services will only be used in the conduct of your own internal business and operations and shall not directly or indirectly be used to process work of any third party that is not owned/operated by you. The Motto Spark Services are not to be used for any purpose that is unlawful or prohibited by this Agreement. You agree that you have been informed of and shall abide by, and you have informed your Users of and shall ensure your Users abide by, local, state, and federal rules pertaining to marketing and cell phone communications (including the United States' Telephone Consumer Protection Act) in any calls/texts/emails you or your Users send using the Motto Spark Services. You are responsible for your own compliance and the compliance of your Users with local, state, and national laws pertaining to marketing and communications to consumers, as well as laws that restrict marketing calls, emails and texts. You agree to and warrant that your Users will abide by all applicable local, state, national, and foreign laws, treaties, and rules and regulations in connection with use of the Motto Spark Services. You agree not to and warrant that your Users will not:

a. Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

b. Violate any applicable local, state, national, or international law or regulation pertaining to marketing communication;

c. Transmit any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature;

d. Transmit any material that the sender knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;

e. Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal email activities;

f. Transmit any material which infringes upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material;

g. Attempt to gain unauthorized access to the Motto Spark Services, or to other accounts, computer systems, networks, or other Users connected to or using the Motto Spark Services, through password mining or any other means;

h. Copy or otherwise reproduce or permit the copying or other reproduction of all or any part of the Motto Spark Software or Services except as otherwise permitted herein;

i. Reverse engineer, decompile, disassemble or create derived works based on the Motto Spark Software or Services;

j. Modify, adapt, translate into other programming forms or languages or extend the Motto Spark Software or Services to operate in other environments or on other platforms;

k. Allow access to the Motto Spark Software or Services by other software products for any purpose without prior approval of Motto and its third-party provider.

l. Interfere with or disrupt servers, networks, hardware, software, or Users connected to or using the Motto Spark Services, or violate the licenses, policies, procedures, or regulations of such.

m. Harass or interfere with another User's use or enjoyment of the Motto Spark Services.

n. Grant access to the User's Account to any other person.

9. You are responsible for any communications you or your Users transmit, trigger, or schedule using the Motto Spark Services. You indemnify and hold harmless Motto and its shareholders, affiliates, parent companies, directors, officers, officers, employees, and agents for any claims or liabilities arising from your use of the Motto Spark Services.

10. You are responsible for any and all activities that occur under your Users' accounts. A User must log off and exit from his or her subscription account at the end of each session of use. You agree to send Motto notice immediately upon being aware or suspicious of any unauthorized use of the Motto Spark Services by any person. You are solely responsible for protecting your computer systems from viruses, malware, spyware, malicious code, communication disruptions, and attacks by hackers and other unauthorized parties. You will take reasonable steps to maintain the security of your computer systems and will comply with applicable laws relating to privacy and data security.

11. The Motto Spark Software and Services may make available to you and/or your Users third party resources such as but not limited to property websites, landing pages, and other third-party site over which neither Motto nor its third-party provider has control. Neither Motto nor its third-party provider is responsible for the accuracy, completeness, functionality, usability or merchantability of any content provided third-party resources, and the use of such third-party resources by you or your Users is strictly at your own risk.

12. You authorize Motto to send you and your Users email messages and electronic communications, including periodic company news updates, billing information, information concerning educational courses, special announcements, industry news of special interest and regional information, using the email addresses assigned for use with the Motto Spark Services. You further authorize Motto and third parties to which Motto may confer such authorization to send commercial electronic mail messages (as defined by the CAN-SPAM Act of 2003, and acts amendatory thereto) to those email addresses. You acknowledge and agree that Motto may provide your Motto Spark Services email address to such third parties to facilitate their sending your commercial electronic mail messages.

13. Motto will only provide on-line technical support for difficulties you may have accessing the Motto Spark Services. Technical support shall not include any aspect of your computer hardware, software,

configurations, means of gaining access to the Internet, or ability to browse the Internet. You acknowledge and agree that if Motto implements spam or virus filters in the Motto Spark Services, those services may not be effective to prevent the transmission to you of spam or viruses. You acknowledge that Motto, in its sole discretion, may limit the size of file attachments that you send using the Motto Spark Services.

14. You agree to indemnify, defend, and hold harmless Motto and its shareholders/members, affiliates, parent companies, directors/managers, officers, employees, and agents from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable outside attorney fees and disbursements, court costs or arbitration costs, arising out of your use (or the use of your Users) of the Motto Spark Services and/or any breach or violation by you or your Users of any term or condition of this Agreement. Your obligations to indemnify Motto shall survive expiration or termination of this Agreement.

15. **Availability of the Motto Spark Services**. Motto will use commercially reasonable efforts to provide access to the Motto Spark Services during its normal business hours. You agree that from time to time the Motto Spark Services may become inaccessible or inoperable for various reasons, including (a) equipment malfunctions, (b) periodic maintenance procedures or repairs, or (c) causes beyond Motto's reasonable control or not reasonably foreseeable by Motto, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures. Motto makes no representations or warranties regarding availability of the Motto Spark Services.

16. **Privacy**. Motto may collect personally identifiable information from Users when they register to use the Motto Spark Services and during the course of their sessions using the Motto Spark Services. Information collected includes the content of emails transmitted through the Motto Spark Services, both to and from a User, as well as attachments to those emails and metadata related to the emails and personal identifiable information of consumer contact records that Users create using the Motto Spark Services.

You agree to provide to each of your mortgage customers, at the initiation of the customer relationship, a notice regarding privacy that is compliant with applicable federal and state law regarding privacy and disclosure of nonpublic personal information, including the Gramm-Leach-Bliley Act and Regulation P. This notice must disclose that personal information may be shared with Motto and other companies that provide administrative and support services to help operate the Motto Spark Services, specifically for the purpose of providing those administrative and support services.

To the extent allowed by law—and conditional upon your having provided adequate notice and opportunity to opt out, and a consumer's not having opted out—Motto may access, use, or share nonpublic personal information about a consumer for purposes consistent with notice provided to the consumer and the consumer's choices to opt in or opt out of such uses and you grant to Motto a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to reproduce, modify, adapt, translate, publish, perform, and distribute such applicable nonpublic personal information you transmit through or store using the Motto Spark Services.

You may also authorize Motto to access nonpublic personal information to perform additional functions on your behalf. If Motto accesses or uses nonpublic personal information pursuant to your direction, Motto will not disclose or use the information other than to carry out the purposes for which you authorize Motto to access the information.

Except as required by law or as otherwise authorized by you, Motto will use or disclose the contents of consumer contact records, emails or email attachments as well as any personally identifiable information contained therein only for the purpose of and in the course of providing the Motto Spark Services. Motto may collect certain aggregate information related to use of the Motto Spark Services. Aggregate information is non-personally identifiable or anonymous information about Users, including the date and time of particular occasions on which a User accesses the Motto Spark Services, as well as information about the User's computer such as the IP address, data about the computer browser, and the domain and host used to access the internet. You agree that Motto may use or disclose such aggregate information as Motto determines in its sole discretion.

17. **Modification of Agreement**. This Agreement may be modified by Motto at any time, without limitation, by posting notice on the Portal of any modifications to the terms or conditions of this Agreement. Unless otherwise specified in the notice, any modifications to the Agreement shall be effective when posted on the Portal.

18. **Governing Law**. This Agreement shall be governed by the laws of the state of Colorado without regard to its conflict of laws principles. The courts of Colorado shall have exclusive jurisdiction over all disputes relating to this Agreement. Member agrees that venue and jurisdiction for judicial proceedings is proper and shall exist exclusively in Denver, Colorado.

19. **Entire Agreement.** Unless modified as provided in Section 17, this Agreement includes the entire understanding between Motto and you regarding the subject hereof and supersedes all previous agreements between them.

20. **Assignment**. This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of Motto and you and our respective successors and assigns, and no other person or legal entity shall acquire or have any rights under or by virtue of this Agreement. This Agreement may be assigned by Motto, with or without notice, to a corporate affiliate, subsidiary or successor in interest, in Motto's sole discretion. This Agreement may not be assigned or otherwise transferred by you without the prior written consent of Motto.

21. **Severability**. If any term or condition of this Agreement or application of any such term or condition is held unlawful or invalid, the remainder of this Agreement and the application of such term or condition other than to the extent it is held unlawful or invalid, will not be held unlawful, invalidated, or affected thereby, and shall remain in full force and effect.

22. **No Waiver**. A failure by Motto or you to enforce at any time any term or condition of this Agreement shall not be considered a waiver of that party's right thereafter to enforce that same term or condition or any other term or condition of this Agreement.

23. **Headings**. The headings contained in this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

24. **No Joint Venture**. Motto and you agree that this Agreement does not create a joint venture, partnership, employment, or agency relationship as a result of this Agreement or your use of the Motto Spark Services. Motto and you expressly understand and agree that each party is acting as an independent contractor unrelated to the other party or its subsidiaries or affiliates.

25. **Notice**. Whenever you are required by the terms of this Agreement to provide notice to Motto or obtain written permission from Motto, it shall be sent via email to webmaster@mottomortgage.com.

[*Signature Page Follows*]

Motto and you have executed this Agreement as of the respective dates indicated below.

Motto Franchising, LLC

By: __________________________________

Date: __________________________________

Franchisee

By: __________________________________

Name: __________________________________

Title: __________________________________

Date: __________________________________

EXHIBIT A-8

MOTTO BRANCH OFFICE ADDENDUM

BRANCH OFFICE ADDENDUM TO FRANCHISE AGREEMENT

THIS BRANCH OFFICE ADDENDUM TO FRANCHISE AGREEMENT (***"Addendum"***) is entered into effective _______________, 20____, (the "***Effective Date***") by and between Motto Franchising, LLC, (referred to as "***we,***" "***us,***" or "***Motto***") and ____ (referred to as "***you,***" or "***Franchisee***").

RECITALS:

Simultaneously herewith, Motto and Franchisee are entering into a franchise agreement dated as of the Effective Date (the "***Franchise Agreement***"), pursuant to which Motto grants to Franchisee the right to operate a single Motto mortgage brokerage office at the following location: ____ (the "***Branch Office***").

Franchisee wishes for the Franchise grant under the Franchise Agreement to be a Branch Office Franchise, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. **Branch Office Requirements**.

Franchisee agrees as follows:

A. Motto grants Franchisee the right to use the Approved Office Trade Name as described in the Data Sheet attached to the Franchise Agreement for the Branch Office, subject to compliance with the Brand Identity Manual, for the duration of the Addendum.

B. A Branch Office is an ancillary, physical office location which shall support the operations of the Office. Any proposed new location for a Branch Office must be approved in writing by Motto at least 45 days prior to opening the Branch Office location. Franchisee shall not operate or establish any other branch or extension except as permitted by the Franchise Agreement and this Addendum.

C. Prior to opening the Branch Office, Franchisee must designate a manager for the Branch Office ("***Branch Office Manager***"). If the Branch Office Manager does not hold a valid state mortgage broker license (or such other state license as may be required), you must engage the services of an individual with a valid state mortgage broker license to function as the Qualified Individual for the Branch Office under whose license the Branch Office will conduct the Authorized Services.

D. All loan originators operating out of, or assigned in the NMLS to a Branch Office (a ***"Branch Office Loan Originator"*** or ***"Branch LO")*** shall be subject to all of the same limitations and requirements specified for loan originators under the Franchise Agreement and must comply with all applicable state law requirements. Only Branch LOS which are associated with the Branch Office in NMLS may work out of the Branch Office.

E. All advertising, marketing, promotional materials and activities of the Branch Office must conform to our requirements for Branch Offices as provided in the Brand Identity Manual.

2. **Fees**.

A. Branch Office Initial Franchise Fee. Franchisee agrees to pay Motto a lump sum, nonrefundable Branch Office Initial Franchise Fee in the amount specified in the Data Sheet to the Franchise Agreement.

B. Monthly Ongoing Branch Office Fees. In addition to the Monthly Ongoing Fees owed under the Franchise Agreement, Franchisee also agrees to pay Motto a monthly ongoing Branch Office fee (the "**Monthly Ongoing Branch Office Fee**") in the amount specified in the Data Sheet. The Monthly Ongoing Branch Office Fee will be due at the same time as other Monthly Ongoing Fees. We may increase the Monthly Ongoing Branch Office Fee once each calendar year during the Term; provided, such increase will not exceed 10% of the fee in effect at the time of the increase.

C. Renewal Fee. Franchisee must pay an annual renewal fee as described in the Data Sheet. The annual renewal fee must be paid on or no later than each anniversary of the Effective Date.

D. Holdover Fee. If Franchisee operates the Branch Office under the terms described in Section 3.B.(2) of the Franchise Agreement, then, in addition to all other fees Franchisee must pay, a $400 per month holdover fee for each Branch Office that Franchise continues to operate will be required.

3. **Renewal/Transfer/Default/Termination.**

If you wish to renew the Franchise as provided in the Franchise Agreement, you will be required to sign our then-current form of a Branch Office Addendum upon signing of the renewal franchise agreement. If there is a Transfer under the Franchise Agreement, the transferee will be required to sign our then-current form of a Branch Office Addendum in addition to a then-current form of franchise agreement.

Any default under this Addendum is a default under the Franchise Agreement. This Addendum automatically terminates upon the expiration or earlier termination of the Franchise Agreement.

4. **Construction.**

This Addendum shall be deemed a part of the Franchise Agreement and is hereby incorporated into the Franchise Agreement as if originally set forth herein. Except as specifically set forth in this Addendum, the Franchise Agreement remains unchanged and in full force and effect. To the extent any provision of this Addendum is inconsistent with any provision of the Franchise Agreement, this Addendum controls. No provision of this Addendum may be amended or waived except by a written instrument signed by both parties. Any capitalized terms used but not defined in this Addendum shall have the meanings specified in the Franchise Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year above written.

<table>
<tr><td>

MOTTO FRANCHISING, LLC

By: ____ _________
Date

Title: ____

</td></tr>
</table>

<table>
<tr><td>

FRANCHISEE (If a corporation, partnership, limited liability company, or other legal entity recognized under applicable law)

Entity name: _________________________

By: ________________________________ _________
Date

Title: ____

</td><td>

FRANCHISEE (If an individual)

By: _________________________ _______
Date

By: _________________________ _______
Date

</td></tr>
</table>

EXHIBIT A-9

WEMLO PROCESSING AGREEMENT

wemlo Processing Agreement

This Processing Services Agreement ("***Agreement***") is entered into as of the _____ day of __________, 20____ by and between ___________________________ ("***Broker***") and Wemlo, LLC ("***wemlo***").

RECITALS

Broker is in the business of originating and brokering real estate secured mortgage loans ("***Loans***").

Wemlo provides Loan processing services as set forth below and Broker desires to engage wemlo to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. DUTIES AND RESPONSIBILITIES OF BROKER. Broker shall submit Loan files to wemlo for processing. Broker's duties and responsibilities under this Agreement are as follows:

(a) Broker shall submit only Qualified Files to wemlo for processing. A "***Qualified File***" is a Loan file which Broker has submitted to the automated underwriting system applicable to the particular file and received an "approve/eligible" status.
(b) Broker shall submit Qualified Files only for those state(s) in which Broker is authorized to conduct business.
(c) Broker shall make no misrepresentation or omission of information to wemlo.
(d) Broker shall communicate with borrowers as needed, to support wemlo in its efforts to obtain and transmit required documentation.
(e) Broker shall ensure that all information regarding Broker's business, including its licensing information as set forth in the wemlo platform, is correct and up-to-date at all times.
(f) Broker shall ensure wemlo's fee for the Services (defined below) is disclosed to the lender and borrower as required by federal and state law.
(g) Broker shall grant authority to wemlo and its designated employees as necessary to enable wemlo to perform the Services, including the authority to create log-in or other credentials so that wemlo may access Broker's lender portals or other systems. For this purpose, Broker hereby authorizes wemlo and its designated employees to act on behalf of Broker to perform the Services on Qualified Files.
(h) Broker represents and warrants that it is duly authorized and licensed as required by applicable law to act as a mortgage broker in all states where it conducts business. Broker further represents and warrants that its mortgage loan originator employees or independent contractors are duly authorized and licensed as required by applicable law to act as a mortgage loan originator in all states where Broker conducts business.

(i) Broker represents and warrants that it will comply with all applicable federal and state laws and regulations when conducting its business including, but not limited to, restrictions regarding borrower-paid fees.

2. **SERVICES TO BE PROVIDED BY WEMLO.** Wemlo may accept a Qualified File for processing in its sole discretion. wemlo shall review and process the Qualified File, which includes performing the following services (collectively "***Services***"), as applicable and appropriate for the Loan type:

(a) Communicate with Broker regarding any issues which arise during Loan processing.
(b) Review and verify documents evidencing income, assets, source of funds and reserves.
(c) Consult with Broker to obtain sales contract(s) and other information necessary to order appraisal.
(d) Order and perform all necessary verifications, including but not limited to, verifications of mortgage payments, employment, address, rent, deposit, and taxes.
(e) Obtain proof of required insurance policy(ies).
(f) Inform Broker of any conditional items needed to obtain "clear to close" status for closing from lender.
(g) Submit loan through the automated underwriting system of the agency for the particular loan program (Fannie Mae DU, Freddie Mac LP, USDA GUS, FHA TOTAL Scorecard, or VA through Fannie Mae or Freddie Mac AUS system).
(h) Review conditions required by automated underwriting system(s) after receiving completed conditions from Broker.
(i) Evaluate real property ownership information, including title insurance commitment insuring lender's valid lien position.
(j) Verify loan-to-value and debt-to-income ratios.
(k) Obtain documentation for closing, hazard insurance premium, taxes, and preliminary title and order required closing documents.
(l) Obtain and resubmit any conditions to lender for "clear to close" status.
(m) Coordinate Loan closing with Broker, borrower and other required parties.
(n) Assemble post-closing package for Broker.
(o) Communicate with the borrower(s) to the extent necessary to fulfill obligations under subsections (a) through (n) of this Section.

3. **FEES FOR SERVICES.** Broker shall pay to wemlo the fees as set forth in Exhibit A to this Agreement which is attached hereto and incorporated herein by reference. Broker shall also pay all third party expenses incurred by wemlo in providing the Services, including, but not limited to, amounts due for credit reports, title reports, surveys, subordination agreements, verifications and delivery fees.

The parties agree that wemlo may change its fees upon thirty (30) days advance written notice to Broker. All fees and other amounts due must be paid and disclosed in compliance with applicable law.

For any closed Loan for which wemlo provided Services, the fees and other amounts due shall be paid to wemlo from the Loan proceeds. In the event all fees and other amounts due to wemlo are not paid from the Loan proceeds at closing, wemlo shall invoice the Broker for all fees and other amounts due. Broker shall pay all fees and other amounts due to wemlo under this Agreement within fifteen (15) days of its receipt of an invoice. This Section 3 shall survive termination of the Agreement.

4. **CONFIDENTIAL INFORMATION PROTECTION.** Broker and wemlo acknowledge that each will have access to confidential information of the other which may include, but is not limited to, trade secrets, business practices, products, customer lists and other proprietary information and confidential borrower information ("***Confidential Information***"). For themselves, their agents, employees and other representatives, Broker and wemlo agree to safeguard the Confidential Information as required by applicable law and not disclose any of the Confidential Information, directly or indirectly to a third party, unless such disclosure is to its attorney or pursuant to court order, other legal mandate or the written authorization of the other party to this Agreement or the authorization of the borrower with regard to the borrower's Confidential Information. Each shall notify the other immediately in writing by notice to the above address if either is asked to provide Confidential Information to any person. Each also acknowledges that the other will be irreparably injured if either breaches any of its obligations under this Section 4 of the Agreement. Accordingly, each is entitled to an injunction and specific enforcement of this Section 4 of the Agreement in addition to any other remedy available at law or in equity. This Section 4 shall survive termination of the Agreement.

5. **TERMINATION AND NOTICE.** Either party may terminate this Agreement upon written notice to the other. The termination shall be effective immediately on the date of the notice. Upon termination, wemlo shall be entitled to payment in accordance with this Agreement for all Qualified Files for which wemlo has performed Services as of the effective date of termination. Wemlo agrees to promptly deliver to Broker all Qualified Files currently being processed and all Qualified Files which closed, in exchange for payment for all Services performed by wemlo and its expenses in accordance with this Agreement.

Written notifications shall be delivered to the address below. Either party may change the address for such notice by providing notice to the other party in accordance with this Section 5. Written notification may be satisfied by certified mail (return receipt requested), overnight mail, personal delivery, or electronic mail to the designated address(es) below.

If to Broker:	If to wemlo:
________________________________	________________________________
________________________________	________________________________
________________________________	________________________________
Attn: ___________________________	Attn: ___________________________
Email address: ___________________	Email address: _________________

6. **RELATIONSHIP OF PARTIES.** Broker acknowledges and agrees that neither wemlo nor any of its employees are an employee of Broker, and wemlo is acting as an independent contractor for Broker. The parties are separate entities, neither may bind the other, and they do not intend to create a partnership or joint venture by virtue of this Agreement.

7. **ASSIGNMENT OR TRANSFER.** Broker may not assign or transfer the Agreement. Wemlo may assign or transfer the Agreement in its sole discretion upon written notice to Broker.

8. **GOVERNING LAW.** This Agreement shall be governed by, and construed and enforced in accordance with applicable federal law and the laws of the state of Florida without regard to its principles of conflict of laws.

9. **INDEMNIFICATION.** Broker agrees to indemnify, defend, and hold wemlo and any entity that directly or indirectly is controlled by or under common control with wemlo and its and their respective present and former officers, directors, employees, agents, representatives, and affiliates harmless from and against any and all third-party claims, suits, proceedings, demands, liabilities, losses, damages, causes of action, and expenses, including reasonable attorney's fees, relating or arising out of or in connection with Broker's breach of its representations and warranties herein or other term or provision of this Agreement. This Section 9 shall survive termination of the Agreement.

10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL WEMLO'S AGGREGATE LIABILITY TO BROKER UNDER THIS AGREEMENT EXCEED THE FEE EARNED BY WEMLO FOR THE TRANSACTION FROM WHICH A CLAIM ARISES.

11. **ATTORNEY'S FEES.** If either party shall commence a proceeding against the other to enforce and/or recover damages for breach of this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all reasonable costs and expenses of enforcement and collection of any and all remedies and damages, or all reasonable costs and expenses of defense, as the case may be. The foregoing costs and expenses shall include reasonable attorneys' fees. For purposes of this provision, the "***prevailing party***" shall be the party whom the judge determines on balance received the greater benefit from the decision based on the representative demands of both sides. In awarding such fees, the judge can consider the level of success achieved by both parties and/or the level of success achieved by one party considering its objectives.

12. **MODIFYING THE AGREEMENT.** This Agreement may be modified only in writing by an authorized representative of Broker and wemlo.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties effective as of the date first above written.

Broker	wemlo
[Broker Name]	**wemlo, LLC**
___________________________________	___________________________________
By: _________________________________	By:_______________________________
Its: _________________________________	Its:_______________________________

EXHIBIT A

wemlo Fee Schedule

Wemlo's fees for the Services are set forth below and shall be paid in accordance with the Agreement for each Qualified File for which wemlo provides Services, except as follows:

In the event Broker withdraws from wemlo a Qualified File for which a Conditional Approval has been issued, but before a Clear to Close status has been assigned, the fee for such Qualified File shall be equal to one-half of the applicable amount in the schedule below.

For purposes of this Exhibit A, as to any Qualified File "***Clear to Close***" status means the proposed lender for the Loan has determined that all conditions are satisfied and the Loan may be closed. "***Conditional Approval***" means the proposed lender for the Loan has issued an approval which may be subject to conditions.

Loan Product/Type	Fee*
FHA	$825
Conventional	$825
USDA	$825
VA	$825
Jumbo	$825
VA IRRRL/FHA Streamline	$695
Second Mortgages (Stand Alone)	$695
Renovation Loan (203K/VA)	$825
New Construction: <90 Days	$825
Mobile Home/Manufactured Home	$825
New Construction: >90 Days	$825
NON-QM: Debt Service Coverage Ratio (DSCR)	$825
NON-QM: Bank Statement w/ Lender Income Approval	$825
ITIN	$825
First and Second Loan Closing Simultaneously w/ Down Payment Assistance (DPA)	$825
Resubmission	$100

*These fee amounts are applicable in all states except New Jersey, where the fee per each loan product/type, as described in the table above, is $500.

EXHIBIT A-10

WEMLO^{SM} LBS^{SM} AGREEMENT

LBS AGREEMENT
FOR MOTTO MORTGAGE OFFICE ONLY

BETWEEN:

(1) Wemlo, LLC, a Delaware limited liability corporation with its principal place of business located at 4800 T-Rex Ave. Suite 305, Boca Raton, FL 33431 ("***wemlo***"), and
(2) [ENTITY NAME], doing business as Motto Mortgage [________], with its office located at [_______________]; ("***Customer***" or "***you***") (collectively, the "***Parties***").

DATED:

As of the date signed by the last party below (the "***Effective Date***"):

NUMBER OF AUTHORIZED USERS: [_______] at an initial subscription fee of [$0] per Authorized User per month.

THE PARTIES AGREE:

1 Term

This LBS Agreement begins on the Effective Date and continues until terminated**.**

2 License Granted and Services Provided

2.1 **Terms of Use.** This LBS Agreement by and between Customer and wemlo, governs the use by Customer of wemlo's mortgage loan origination system, a digital platform known as the Loan Brokering System, (collectively, the "***LBS***"), and the services provided by wemlo in connection with the LBS (the "***LBS Services***") and is subject to the wemlo terms of use found at https://www.wemlo.io/termsandconditions, as may be updated from time-to-time (the "***Terms of Use***"). The Terms of Use are incorporated into this LBS Agreement. The LBS Agreement constitutes the complete and exclusive terms of the agreement between the Parties regarding Customer's access and use of the LBS and LBS Services, and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof, including any agreement which governs the terms of loan processing as executed between the Parties, (the "***Processing Agreement***").

2.2 **License**. Wemlo grants to Customer a limited, non-exclusive, terminable, non-transferable license to access and use the LBS Services through the LBS, or by any other means as the Parties may mutually agree. Wemlo shall grant to Customer a license for the number of users as set forth above, which wemlo designates for Customer, and/or any other individual which Customer authorizes as a user of the LBS and LBS Services ("***Authorized Users***"). The LBS Services may be accessed and used only by the number of Authorized Users specified in this LBS Agreement, for the fees corresponding to that number of Authorized Users. For each Authorized User, Customer will be provided a username and password, which enables the number of Customer's Authorized Users to access the LBS and use the LBS Services.

2.3 Services Provided. Wemlo agrees to provide the LBS Services and access to the LBS as described herein, as further described in the Description of Services located in Exhibit A to this LBS Agreement. The LBS and LBS Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms of Use. All rights not expressly granted to Customer and Authorized Users pursuant to the LBS Agreement are reserved to wemlo, and all uses of the LBS and LBS Services not expressly permitted hereunder are prohibited.

2.4 Upgrades and Modifications. Wemlo reserves the right to upgrade, modify, replace or reconfigure the LBS and the LBS Services at any time, provided that Customer will be provided at least thirty (30) days' advance notice for changes that materially and adversely affect any use of the LBS Services. Wemlo may also change the fee schedule, support terms, and service level agreements for the LBS Services subject to at least thirty (30) days' advance notice. Any such notice may be given and shall be effective if communicated by wemlo on its website (www.wemlo.io), or if provided in an email, sent to Customer or Customer's account representative, or if included in any amendment, addendum, extension or new version of this LBS Agreement.

3 Intellectual Property Rights

3.1 **Ownership**. Wemlo owns all rights, title, and interest (including but not limited to all intellectual property rights) in the LBS, LBS Services, the software, any material or information provided pursuant to the LBS Services, the LBS and wemlo name, logo, and all other wemlo trademarks and service marks (along with all derivative works, updates, modifications, improvements, and or enhancements to the foregoing) and any associated applications, tools or data, and all additions, modifications and improvements made or specified by wemlo, its agents or contractors, are the property of wemlo, and may be protected by United States and international copyright, trademark and patent laws, as applicable. The grant of licenses set forth here to access the LBS and to use the LBS Services provides neither title nor intellectual property rights to Customer or to the patents, trademarks, trade secrets, copyrights, or other intellectual property embodied or used in connection with the LBS or LBS Services except for the rights expressly granted in this LBS Agreement. By using the LBS Services, neither Customer nor its Authorized Users gain any ownership interest in such items. Wemlo does not claim ownership of the usage information Customer or its Authorized Users provide for the use and operation of the LBS Services. Wemlo and its vendors and contractors may use such information to operate and administer the LBS Services. In addition, wemlo may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.

3.2 **Copyright Restrictions on Software**. Any software that is made available to download from the LBS ("***Software***") is the copyrighted work of wemlo and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("***License Agreement***"). In some cases, Customer or an Authorized User may be unable to install any Software that is accompanied by or includes a License Agreement, unless you first agree to the License Agreement terms. The Software so provided is made available for download solely for use according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law and may result in civil and criminal penalties.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

3.2.1 **U.S. Government Restricted Rights**. The Software is provided with RESTRICTED RIGHTS. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor, then the Government's rights in Software and accompanying documentation will be only as set forth in this LBS Agreement, and in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense acquisitions) and with 48 CFR 2.101 and 12.212 (for non-Department of Defense Acquisitions).

3.3 **Customer's Duty to Report Infringement**. By accessing and/or using the LBS and the LBS Services, Customer and/or its Authorized Users agree to report to wemlo all claims or suspected claims of copyright or other infringement of wemlo's intellectual property or other proprietary rights. If Customer believes that any information on LBS infringes on Customer's copyrights or any other intellectual property rights, you should notify wemlo of your claim in accordance with the following procedures.

Wemlo will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("***DMCA***") and other applicable copyright laws. Notification of claimed infringement must be in writing and provided to wemlo's legal department. To be effective, the notice of infringement must contain the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit wemlo to locate the material; (4) Information reasonably sufficient to permit wemlo to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

4 Communications

4.1 **From wemlo**. Wemlo may periodically contact Customer or Authorized Users for customer service purposes. By accessing the LBS Services, Customer and each of its Authorized Users consent to receive such communications. Customer agrees that wemlo may reference its business relationship with Customer in its marketing or sales materials.

5 Assignment, Default, and Termination

5.1 **Assignment**. Customer may not assign this LBS Agreement or Customer's rights or obligations thereunder, by operation of law or otherwise, without the prior written consent of wemlo, which consent shall not be unreasonably withheld. Any attempted assignment in violation of the foregoing shall be null and void. This LBS Agreement is for the sole benefit of the Parties hereto and the respective successors and permitted assigns. No provision of this LBS Agreement is intended to confer any rights or benefits on any third party and no such third party may bring any action under this LBS Agreement.

5.2 **Termination by wemlo.** Wemlo may terminate the LBS Agreement for any reason upon 90 days' notice to Customer.

5.3 **Termination due to Customer's Breach.** In the event that Customer breaches the terms and conditions of the LBS Agreement, including the Terms of Use, or a petition for bankruptcy is filed by or against Customer (and, in the case of petitions filed against Customer, not dismissed within 60 days), and such breach is not cured within 10 days after receipt of written notice from wemlo, then, to the extent permitted by applicable law, wemlo shall have the right terminate the LBS Agreement, immediately upon written notice to Customer. All remedies of wemlo hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy and wemlo's remedies shall survive termination or expiration of this LBS Agreement. No failure on the part of wemlo to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by wemlo of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

5.4 **Expiration of Rights Upon Termination.** Upon expiration or termination of the LBS Agreement, all rights granted herein shall revert to wemlo. All Customer's access to and use of the LBS Services by Customer and its Authorized Users must then cease, and all materials, applications and tools downloaded from the LBS Services must be erased, deleted, or destroyed.

5.5 **Suspension of Services.** In the event of a breach (as described in Subparagraph 5.3) of this LBS Agreement, by Customer or its Authorized Users in their use of the LBS or LBS Services, which in wemlo's reasonable discretion, poses a risk of disruption or interference with the LBS, LBS Services, or any other user's use of any of wemlo's services, wemlo reserves the right to restrict or suspend Customer and/or its Authorized Users' access to the LBS and LBS Services.

6 Miscellaneous

6.1 **Authority to Contract**. Customer represents and warrants that (i) Customer has the full power and authority to enter into this LBS Agreement, and to agree to all the terms and conditions contained therein and in the Terms of Use; (ii) only Customer and its Authorized Users shall per permitted to access the LBS and LBS Services and any related tools, applications, information and materials provided in connection with the LBS and LBS Services; and (iii) Customer shall obtain and maintain in effect all permits, licenses and authorizations necessary for the intended use of the LBS and the LBS Services.

6.2 **Customer's Duty to Maintain Minimum Standards**. Customer agrees that in order to maintain functionality of the LBS and LBS Services, Customer will use the most current version of software, including anti-virus and security software, required to support the performance of LBS Services, and stay current with all required computer system related upgrades, updates, patches, or other upgrades which are required to support the performance of LBS Services.

6.3 **Force Majeure**. A failure or delay in performance, other than any payment obligations, by reason of any law, acts of God, natural disaster, labor controversy, encumbered intellectual property right, war, riot, act of terrorism, epidemic, pandemic, emergency declaration or any similar event beyond a Party's reasonable control shall not be a breach hereof. Wemlo shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver caused by strikes, lockouts, fire, theft, shortage, inability to obtain materials or shipping space, breakdowns, delays or carriers, manufacturers, or suppliers, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, or by any cause beyond its reasonable control.

6.4 **Injunctive Relief**. Customer acknowledges and agree that the LBS Services and the tools, applications, information and materials provided in connection with the LBS Services possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to wemlo or other users for which wemlo or such other users would not have an adequate remedy at law. Therefore, Customer agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to wemlo, Wemlo shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

6.5 **Amendment, Modification, and Waiver**. No amendment to or modification of this LBS Agreement is effective unless it is in writing signed by an authorized representative of each Party. All terms and conditions set forth in this LBS Agreement are automatically incorporated in, and deemed part of, each such amendment. No waiver of any breach in the LBS Agreement shall be deemed a waiver of any other breach of the LBS Agreement.

6.6 **Severability**. If any provision of this LBS Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this LBS Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.7 **Governing Law and Jurisdiction**. This Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflicts of law provision or rule thereof. Any legal suit, action or proceeding arising out of or related to this LBS Agreement or the licenses granted hereunder will be instituted exclusively in the federal or state courts located in Boca Raton, Florida, and Customer and wemlo each irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives any argument that such courts constitute an inconvenient forum.

6.8 **Entire Agreement**. This LBS Agreement and the Terms of Use constitutes the entire and complete agreement between the Parties regarding the LBS and LBS Services covered herein and supersedes any other prior oral or written understandings and agreements of the Parties regarding the LBS and LBS Services covered by this LBS Agreement

THE PROVISIONS SET FORTH IN THIS LBS AGREEMENT HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND WEMLO (OR ITS APPLICABLE AFFILIATE).

CUSTOMER: [__________] d/b/a Motto Mortgage ***[Office name]***	WEMLO, LLC
By:_____________________________	By: ___________________________
Title:___________________________	Title:__________________________
Printed name:____________________	Printed Name:__________________
Date:___________________________	Date: __________________________

EXHIBIT A

Description of LBS Services

The LBS Services which are provided to Customer are as follows:

- **<u>Mortgage Broker Software</u>**: Software which allows for the facilitation of mortgage transactions, from processing loan applications to mortgage closing.

- **<u>Mortgage Document Point of Sale ("POS") System</u>**. Allows users to upload and share data and documentation for residential mortgage transactions, exchange communications, and track loan statuses.

- **<u>Integrated Communication System.</u>** Integrates communications within the LBS via email, and messaging, as well as a notification and alert system.

  <u>Educational Tools & Services.</u> Educational courses and resources, designed to assist users with the operation of the LBS and LBS Services, are available to users within the LBS at no additional cost.

- **<u>Hosting Services</u>**. Cloud based hosting service, making the LBS accessible via web browser.

- **<u>Third Party Integrations</u>**. Third party products and services are centralized and accessible through the LBS, such as credit reporting, title, and mortgage underwriting services. You may need to create your own account with third party providers to access their products and services on the LBS.

- **<u>Technical Support Services</u>**. Wemlo shall also include as part of the LBS Services, remote technical service and support available during wemlo's normal business hours. All requests for support must be made via communication to help@mottomortgage.com. Wemlo will use commercially reasonable efforts to keep the LBS available on a 24 hour a day, 7 day a week basis, via web site access utilizing the Minimum Configuration (as defined below), subject to occasional scheduled downtime (during non-working hours, for short periods of time, typically on non-business days and communicated in advance wherever possible) for maintenance purposes, unforeseen maintenance and systems outages, or routine testing of the LBS Services. As used herein, "***Minimum Configuration***" means the minimum configuration of client hardware and software required to access the LBS Services, which, shall be that users have an internet connection and a modern internet browser updated to its most recent version. Wemlo recommends a broadband internet speed of at least 10Mbps and the Chrome or Safari browser.

EXHIBIT B

PROMISSORY NOTE

PROMISSORY NOTE

$ __________ Date: _______________

FOR VALUE RECEIVED, the undersigned maker of this Promissory Note (“***Maker***”), promises to pay to the order of Motto Franchising, LLC, at 5075 S. Syracuse Street, Denver, Colorado 80237, the principal sum of ____ Dollars ($___________), in the currency of the United States of America.

1. On the _____ day of _________________, 20___, and on the ______ day of each and every month thereafter, the sum of $__________________ shall be due and payable in full.

2. On the ____ day of ________________, 20___, the entire outstanding balance, if not sooner paid, shall be due and payable in full.

3. Any payment is late if not received by Motto Franchising, LLC within 10 days after it is due. If payment is late, Motto Franchising, LLC may, in its sole discretion elect to:

   (a) Declare the entire unpaid balance immediately due and payable; or

   (b) Accept the late payment along with a late charge in the amount of 10% of the amount of the late payment. Such late charge shall be for the purpose of compensating Motto Franchising, LLC for additional expenses which it is recognized Motto Franchising, LLC will incur because of the late payment.

4. If a payment is late and Motto Franchising, LLC elects to declare the entire unpaid balance due and payable, Motto Franchising, LLC shall first provide Maker(s) with written notice of its election, demanding payment in full within 10 days. In the event a default exists after the 10-day notice period has expired, and this Promissory Note is referred to an attorney for collection, Maker(s) promises and agrees:

   (a) That the entire outstanding balance, in addition to any late charges, shall bear interest from the original due date of the delinquent payment at the rate of 20% per year or, if such rate exceeds the highest rate permitted under applicable law, then at the highest rate legally permitted; and

   (b) To pay Motto Franchising, LLC's reasonable attorneys' fees and costs incurred as a result of the default.

5. All payments, as of the date of receipt, shall first be credited to any late charges due; the balance, if any, shall next be credited to the outstanding balance due.

6. This Promissory Note constitutes part performance of the Franchise Agreement between Maker(s) and Motto Franchising, LLC dated ____________________________________ (the “***Franchise Agreement***”), and as such, shall be read and interpreted in a manner consistent with the terms of the Franchise Agreement which provides that a default under the terms of this Promissory Note shall be grounds for termination of the Franchise Agreement. Accordingly, Motto Franchising, LLC may, in addition to the collection provisions of paragraphs 3 and 4 above, terminate the Franchise Agreement under the provisions of Section 13 of the Franchise Agreement. Neither the reference to the Franchise Agreement nor any provision thereof shall affect or impair the absolute

and unconditional obligation of Maker to pay the principal of and interest on this Promissory Note as provided herein.

7. The Maker(s) and endorser(s) of this Promissory Note waive and excuse presentment for acceptance and payment, notice of dishonor, and protest of dishonor, and agree to any extension of time of payment and partial payments before, at, or after maturity.

8. In the event of any sale, transfer, assignment, encumbrance or other conveyance of the rights, duties or obligations of Maker(s) under the terms of the Franchise Agreement, the entire unpaid balance of this Promissory Note as of the date of such sale, transfer, assignment, encumbrance or other conveyance shall immediately become due and payable in full without any further notice or demand.

9. If the Franchise Agreement is terminated pursuant to Section 13 therein, then this Promissory Note shall immediately become due and payable, without notice, together with reasonable attorneys' fees if the collection is placed in the hands of an attorney to obtain or enforce payment.

10. This Promissory Note shall be construed and enforced in accordance with the laws of the State of Colorado.

11. The Maker acknowledges and agrees that this Promissory Note is made and issued as a "***transferable record***" under the United States Electronic Signatures in Global and National Commerce and/or the Uniform Electronic Transactions Act or any other equivalent, applicable law.

12. Maker(s) may prepay the amount outstanding under this Promissory Note, in whole or in part, at any time without penalty.

13. This Promissory Note is not assignable by Maker without the prior written consent of Motto Franchising, LLC.

14. Maker agrees to reimburse Motto Franchising, LLC for all expenditures it incurs in attempting to collect any amounts due under this Promissory Note. If Motto Franchising, LLC takes legal action to enforce or collect this Promissory Note, it will be entitled to reasonable attorneys' fees, court costs and any other costs it incurs, as well as any additional relief which it may be entitled.

15. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Franchise Agreement.

MAKER ACKNOWLEGES THAT MAKER HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS PROMISSORY NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY.

MAKER: ________________________________

MAKER: ________________________________

EXHIBIT C

FINANCIAL STATEMENTS

Motto Franchising, LLC

(A Wholly Owned Subsidiary of RE/MAX, LLC)

Consolidated Financial Statements

December 31, 2025 and 2024

(With Independent Auditors' Report Thereon)

Ernst & Young LLP
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Suite 4800
Denver, CO 80202

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Report of Independent Auditors

The Member
Motto Franchising, LLC

Opinion

We have audited the consolidated financial statements of Motto Franchising, LLC (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of loss, member's equity, and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting

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from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Ernst & Young LLP

April 10, 2026

Motto Franchising, LLC

(A Wholly Owned Subsidiary of RE/MAX, LLC)

Consolidated Balance Sheets

(In thousands)

	As of December 31,	
	2025	**2024**
Assets		
Current assets:		
Cash and cash equivalents	$ 41,550	$ 34,066
Accounts and notes receivable, net of allowances	189	326
Other current assets	1,494	1,652
Total current assets	43,233	36,044
Property and equipment, net	121	147
Other intangible assets, net	668	592
Other assets	993	1,472
Total assets	$ 45,015	$ 38,255
Liabilities and member's equity		
Current liabilities:		
Accounts payable	$ 155	$ 20
Accounts payable to affiliates	68	202
Accrued liabilities	134	193
Deferred revenue	586	827
Other current liabilities	742	1,470
Total current liabilities	1,685	2,712
Deferred revenue, net of current portion	1,360	2,074
Other liabilities, net of current portion	533	705
Total liabilities	3,578	5,491
Member's equity:		
Member's equity	41,437	32,764
Total member's equity	41,437	32,764
Total liabilities and member's equity	$ 45,015	$ 38,255

See accompanying notes to consolidated financial statements.

Motto Franchising, LLC

(A Wholly Owned Subsidiary of RE/MAX, LLC)

Consolidated Statements of Loss

(In thousands)

	Year Ended December 31,		
	2025	2024	2023
Revenue:			
Continuing franchise fees	$ 9,999	$ 10,751	$ 10,912
Marketing Fund fees	831	896	856
Franchise sales and other revenue	1,765	2,139	1,609
Total revenue	12,595	13,786	13,377
Operating expenses:			
Selling, operating and administrative expenses	14,725	15,634	16,304
Marketing Fund expenses	831	896	856
Depreciation and amortization	376	376	253
Impairment charge	—	—	11,800
Total operating expenses	15,932	16,906	29,213
Operating loss	(3,337)	(3,120)	(15,836)
Other income:			
Interest income	1,238	1,091	457
Total other income	1,238	1,091	457
Net loss	$ (2,099)	$ (2,029)	$ (15,379)

See accompanying notes to consolidated financial statements.

Motto Franchising, LLC
(A Wholly Owned Subsidiary of RE/MAX, LLC)
Consolidated Statements of Member's Equity
(In thousands)

		Member's equity
Balances, January 1, 2023	$	20,148
Net loss		(15,379)
Member contribution of equity-based compensation		2,002
Member distribution of dividend equivalents paid to Holdings Class A common stockholders		(62)
Payroll taxes related to net settled restricted stock units		(281)
Contribution from Member		13,914
Balances, December 31, 2023	$	20,342
Net loss		(2,029)
Member contribution of equity-based compensation		1,640
Member distribution of dividend equivalents paid to Holdings Class A common stockholders		(65)
Payroll taxes related to net settled restricted stock units		(264)
Contribution from Member		13,140
Balances, December 31, 2024	$	32,764
Net loss		(2,099)
Member contribution of equity-based compensation		1,429
Member distribution of dividend equivalents paid to Holdings Class A common stockholders		(41)
Payroll taxes related to net settled restricted stock units		(462)
Contribution from Member		9,846
Balances, December 31, 2025	$	41,437

See accompanying notes to consolidated financial statements.

Motto Franchising, LLC
(A Wholly Owned Subsidiary of RE/MAX, LLC)
Consolidated Statements of Cash Flows
(In thousands)

	Year Ended December 31,		
	2025	**2024**	**2023**
Cash flows from operating activities:			
Net loss	$ (2,099)	$ (2,029)	$ (15,379)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	376	376	253
Bad debt expense	473	246	1,019
Equity-based compensation expense	1,294	1,793	2,087
Fair value adjustments to contingent consideration	(109)	5	(786)
Impairment charge	—	—	11,800
Changes in operating assets and liabilities			
Accounts and notes receivable, net of allowances	(336)	(8)	(907)
Other assets and liabilities	715	(1,858)	958
Deferred revenue, current and noncurrent	(955)	(566)	(543)
Net cash used in operating activities	(641)	(2,041)	(1,498)
Cash flows from investing activities:			
Purchases of property, equipment and capitalization of software	(427)	(445)	(453)
Net cash used in investing activities	(427)	(445)	(453)
Cash flows from financing activities:			
Payments related to tax withholding for share-based compensation	(462)	(264)	(281)
Dividend equivalents paid to Holdings Class A common stockholders	(41)	(65)	(62)
Payment of contingent consideration	(791)	—	(754)
Contribution from Member	9,846	13,140	13,914
Net cash provided by financing activities	8,552	12,811	12,817
Net increase in cash, cash equivalents and restricted cash	7,484	10,325	10,866
Cash, cash equivalents and restricted cash, beginning of period	34,066	23,741	12,875
Cash, cash equivalents and restricted cash, end of period	$ 41,550	$ 34,066	$ 23,741

See accompanying notes to consolidated financial statements.

1. Business and Organization

Motto Franchising, LLC ("Motto Franchising" or the "Company") is a Delaware limited liability company and a wholly owned subsidiary of RE/MAX, LLC ("RE/MAX, LLC" or "Member"). RE/MAX, LLC is a franchisor in the real estate industry, franchising real estate brokerages globally under the RE/MAX brand and mortgage brokerages within the United States ("U.S.") under the Motto Mortgage brand ("Motto"). RE/MAX, LLC is owned by RE/MAX Holdings, Inc. ("Holdings"), which is a public company. Motto Franchising was formed as a Delaware corporation on August 25, 2016. On September 12, 2016, Motto Franchising acquired certain assets of Full House Mortgage Connection, Inc ("Full House"). On August 25, 2020, RE/MAX, LLC acquired wemlo, a fintech company that has developed its cloud service for mortgage brokers, combining third-party loan processing services with an all-in-one digital platform. Wemlo will offer services primarily to the Company's franchisees but also offer its third-party loan processing services to independent mortgage brokerage operators. Because of the Company's relationship as a wholly owned subsidiary of RE/MAX, LLC, the accompanying consolidated financial statements do not purport to reflect the results of operations and financial position which might have been obtained if the Company were autonomous.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements and notes thereto have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). The accompanying consolidated financial statements include the accounts of Motto and its consolidated subsidiary, Motto Marketing Fund, LLC. All significant intercompany accounts and transactions have been eliminated. In the opinion of management, the accompanying consolidated financial statements reflect all normal and recurring adjustments necessary to present fairly the Company's financial position as of December 31, 2025 and 2024, the results of its operations, changes in its member's equity and its cash flows for the years ended December 31, 2025, 2024 and 2023.

The Company receives shared services from RE/MAX, LLC for a variety of administrative functions, such as accounting, legal and human resources. The Company does not have its own administrative support functions and relies on RE/MAX, LLC for these services. There is no expense recognized for any support services provided by RE/MAX, LLC in the years ended December 31, 2025, 2024 and 2023.

Use of Estimates

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

Subsequent Events

Management evaluated the activity of the Company through April 10, 2026, which is the date the consolidated financial statements were issued and concluded that no subsequent events have occurred that would require recognition in the consolidated financial statements or disclosure in the notes to the consolidated financial statements.

Revenue Recognition

The Company generates its revenue from contracts with customers. The Company's franchise agreements offer the following benefits to the franchisee: common use and promotion of Motto trademarks; distinctive sales and promotional materials; access to technology; marketing tools and education; standardized supplies and other materials used in Motto offices; and recommended procedures for operation of Motto offices. The Company concluded that these benefits are highly related and all part of one performance obligation for each franchise agreement, a license of symbolic intellectual property that is billed through a variety of fees including continuing franchise fees, marketing fund fees and franchise sales. The method used to measure progress is over the passage of time for most streams of revenue. The following is a description of principal activities from which the Company generates its revenue.

Continuing Franchise Fees

Continuing franchise fees are fixed contractual fees paid monthly by franchisees based on the number of open offices. Motto offices reach the full monthly billing once the Motto office has been open for 12 months. This revenue is recognized in the month for which the fee is billed. This revenue is a usage-based royalty as it is dependent on the number of Motto open offices.

Marketing Fund Fees

Marketing Fund fees are fixed contractual fees paid monthly by franchisees based on the number of Motto offices. These revenues are obligated to be used for marketing campaigns to build brand awareness and to support marketing technology. Amounts received into the Marketing Fund is recognized as revenue in the month for which the fee is billed. This revenue is a usage-based royalty as it is dependent on the number of Motto offices.

All assets of the Marketing Fund are contractually restricted for the benefit of franchisees, and the Company recognizes an equal and offsetting liability on the Company's balance sheet for all amounts received. Additionally, this results in recording an equal and offsetting amount of expenses against all revenues such that there is no impact to overall profitability of the Company from these revenues. In addition, advertising costs are expensed as incurred.

Franchise Sales

Franchise sales comprises revenue from the sale or renewal of franchises. A fee is charged upon a franchise sale or renewal. Those fees are deemed to be a part of the license of symbolic intellectual property and are recognized as revenue over the contractual term of the franchise agreement, which is typically 7 years for Motto franchise agreements.

Other Revenue

Other revenue is primarily comprised of penalty income which are fees assessed on early terminations. Revenue recognized for penalty income for the years ended December 31, 2025, 2024, and 2023, was $452,000, $826,000 and $354,000, respectively.

Deferred Revenue and Commission Related to Franchise Sales

Deferred revenue is primarily driven by Franchise sales, as discussed above, and is included in "Deferred revenue" and "Deferred revenue, net of current portion" on the Consolidated Balance Sheets. Other deferred revenue is primarily related to event-based revenue. The activity consists of the following (in thousands):

	Balance at January 1, 2025	New billings	Revenue recognized [(a)]	Balance at December 31, 2025
Franchise Sales	$ 2,887	$ 238	$ (1,202)	$ 1,923
Other	14	120	(111)	23
	$ 2,901	$ 358	$ (1,313)	$ 1,946

(a) Revenue recognized related to the beginning balance for Franchise Sales was $1,255,000 for the year ended December 31, 2025.

Commissions Related to Franchise Sales

Commissions paid on franchise sales are recognized as an asset and amortized over the contract life of the franchise agreement. The activity in the Company's capitalized contract costs for commissions (which are included in "Other current assets" and "Other assets, net of current portion" on the Consolidated Balance Sheets) consist of the following (in thousands):

	Balance at January 1, 2025	Additions to contract cost for new activity	Expense recognized	Balance at December 31, 2025
Capitalized contract costs for commissions	$ 1,513	$ 254	$ (772)	$ 995

Transaction Price Allocated to the Remaining Performance Obligations

The following table includes estimated revenue by year, excluding certain other immaterial items, expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2025 (in thousands):

	2026	2027	2028	2029	2030	Thereafter	Total
Franchise sales	$ 564	$ 494	$ 370	$ 241	$ 151	$ 103	$ 1,923

Selling, Operating and Administrative Expenses

Selling, operating and administrative expenses primarily consist of personnel costs, including salaries, benefits, payroll taxes and other compensation expenses, professional fees, as well as expenses for outsourced technology services, and expenses for marketing to customers to expand the Company's franchises.

Fair Value of Financial Instruments

The carrying amounts of financial instruments, net of any allowances, including cash equivalents, accounts and notes receivable, accounts payable and accrued expenses approximate fair value due to their short-term nature.

Accounts and Notes Receivable

Accounts receivable arising from monthly billings do not bear interest. The Company provides limited financing of certain franchise sales through the issuance of notes receivable with the associated interest recorded in "Interest income" in the accompanying Consolidated Statements of Loss. Amounts collected on notes receivable are included in "Net cash provided by operating activities" in the accompanying Consolidated Statements of Cash Flows. As of December 31, 2025 and 2024, the current portion of notes receivable was approximately $78,000 and $245,000, respectively, and are recorded as a component of "Accounts and notes receivable, net of allowances" on the Consolidated Balance Sheets.

The Company records estimates of expected credit losses against its accounts and notes receivable based on historical experience, the credit quality of specific accounts, and general economic conditions that affect the Company's performance, including changes in interest rates or the number of existing home sales, which are expected to impact the performance of its franchisees and loan originators. These changes are included as a component of "Selling, operating and administrative expenses" in the accompanying Consolidated Statements of Loss.

The activity in the Company's allowances against accounts and notes receivable consists of the following (in thousands):

	Balance at beginning of period	Charges/(benefits) to expense for changes in Allowance for doubtful accounts (a)	Write-offs	Balance at end of period
Year Ended December 31, 2025	$ 1,528	$ 473	$ (1,096)	$ 905
Year Ended December 31, 2024	$ 1,340	$ 246	$ (58)	$ 1,528
Year Ended December 31, 2023	$ 773	$ 1,019	$ (452)	$ 1,340

(a) Includes approximately $150,000, $155,000 and $248,000 of expense attributable to the Marketing Funds for the years ended December 31, 2025, 2024, and 2023, respectively.

Property and Equipment

Property and equipment are initially recorded at cost. Depreciation is provided for on a straight-line method over the estimated useful lives of each asset class and commences when the property is placed in service.

Other Intangible Assets

Other intangible assets arising from business combinations are initially recorded at fair value. The Company purchases and develops software for internal use. Software development costs and upgrade and enhancement costs incurred during the application development stage that result in additional functionality are capitalized. Costs incurred during the preliminary project and post-implementation-operation stages are expensed as incurred. Capitalized software costs are generally amortized over a term of two to five years. Purchased software licenses are amortized over their estimated useful lives.

The Company reviews its other intangible assets subject to amortization for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is assessed by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated from such asset. If not recoverable, the excess of the carrying amount of an asset over its estimated discounted cash flows would be charged to operations as an impairment loss. For each of the years ended December 31, 2025, 2024 and 2023, there were no impairments indicated for such assets.

Goodwill

Goodwill is an asset representing the future economic benefits arising from the other assets acquired in a business combination that are not individually identified and separately recognized. The Company assesses goodwill for impairment at least annually at the reporting unit level or whenever an event occurs that would indicate impairment may have occurred. Reporting units are driven by the level at which management reviews operating results. The Company performs its required impairment testing annually on October 1.

The Company's impairment assessment begins with a qualitative assessment to determine if it is more likely than not that a reporting unit's fair value is less than the carrying amount. The initial qualitative assessment includes comparing the overall financial performance of the reporting units against the planned results as well as other factors which might indicate that the reporting unit's value has declined since the last assessment date. If it is determined in the qualitative assessment that it is more likely than not that the fair value of a reporting unit is less than its carrying value, then the standard two-step quantitative impairment test is performed. The impairment test consists of comparing the estimated fair value of each reporting unit with its carrying amount, including goodwill. The fair value of a reporting unit is determined by forecasting results, such as franchise sales for Motto, and applying an assumed discount rate to determine fair value as of the test date. If the estimated fair value of a reporting unit exceeds its carrying value, then it is not considered impaired and no further analysis is required. Goodwill impairment exists when the estimated implied fair value of a reporting unit's goodwill is less than its carrying value.

During the fourth quarter of 2023, the Company tested and identified impairment indicators, primarily due to a decline in projected net cash flows resulting from continued macroeconomic pressures and revised franchise sales forecasts. Therefore, the Company fully impaired its goodwill and recorded a non-cash impairment charge of $11.8 million in

“Impairment charge” in the Consolidated Statements of Loss.

The Company did not record any goodwill impairments during the years ended December 31, 2025 and 2024.

Income Taxes

The Company is a “flow-through” entity for tax purposes. As such, U.S. federal and state income taxes on net domestic taxable earnings are the obligation of the Company’s parent. Accordingly, no provision for U.S. income taxes has been made in the consolidated financial statements.

Equity-Based Compensation

The Company recognizes compensation expense associated with equity-based compensation as a component of “Selling, operating and administrative expenses” in the accompanying Consolidated Statements of Loss. All equity-based compensation is required to be measured at fair value on the grant date, is expensed over the requisite service, generally over a three-year period, and forfeitures are accounted for as they occur. The Company recognizes compensation expense on awards on a straight-line basis over the requisite service period for the entire award. Refer to Note 7, *Equity-Based Compensation*, for additional discussion regarding details of the Company’s equity-based compensation plans.

Recently Adopted Accounting Pronouncements

None.

3. Property and Equipment

Property and equipment consist of the following (in thousands):

		As of December 31,	
	Depreciable Life	**2025**	**2024**
Office furniture, fixtures and equipment	3 - 7 years	205	206
Less accumulated depreciation		(84)	(59)
Total property and equipment, net		$ 121	$ 147

Depreciation expense was approximately $26,000, $24,000 and $5,000 for the years ended December 2025, 2024 and 2023, respectively.

4. Other Intangible Assets

The following table provides the components of the Company’s other intangible assets as of December 31 (in thousands, except weighted average amortization period in years):

	Weighted Average Amortization Period	**As of December 31, 2025**			**As of December 31, 2024**		
		Initial Cost	**Accumulated Amortization**	**Net Balance**	**Initial Cost**	**Accumulated Amortization**	**Net Balance**
Software [(a)]	3.0	$ 2,131	$ (1,467)	$ 664	$ 1,705	$ (1,119)	$ 586
Trademarks	10.0	19	(15)	4	19	(13)	6
Total other intangible assets	3.1	$ 2,150	$ (1,482)	$ 668	$ 1,724	$ (1,132)	$ 592

(a) There were no material capitalized software development costs as of December 31, 2025 and 2024.

Amortization expense was approximately $350,000, $352,000 and $248,000 for the years ended December 31, 2025, 2024 and 2023, respectively.

As of December 31, 2025, the estimated future amortization expense related to other intangible assets is as follows (in thousands):

2026	$ 355
2027	214
2028	89
2029	9
Thereafter	1
	$ 668

5. Accrued Liabilities

Accrued liabilities consist of the following (in thousands):

	As of December 31,	
	2025	2024
Other taxes payable	$ 93	$ 88
Accrued liabilities for purchases of property, equipment and capitalization of software	33	34
Accrued professional fees	4	37
Other	4	34
	$ 134	$ 193

6. Fair Value Measurements

Fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that is determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering assumptions, the Company follows a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

- Level 1: Quoted prices for identical instruments in active markets.
- Level 2: Quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations, in which all significant inputs are observable in active markets.
- Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions. Level 3 liabilities that are measured at fair value on a recurring basis consist of the Company's contingent consideration related to the acquisition of Motto.

A summary of the Company's liabilities measured at fair value on a recurring basis is as follows (in thousands):

	As of December 31, 2025				As of December 31, 2024			
	Fair Value	Level 1	Level 2	Level 3	Fair Value	Level 1	Level 2	Level 3
Liabilities - Contingent consideration	$ 1,275	$ —	$ —	$ 1,275	$ 2,175	$ —	$ —	$ 2,175

The Company is required to pay additional purchase consideration totaling 8% of gross receipts collected by Motto each year (the "Revenue Share Year") through September 30, 2026, with no limitation as to the maximum payout. The annual payment is required to be made within 120 days of the end of each Revenue Share Year. The fair value of the contingent purchase consideration, recorded in "Other current liabilities" and "Other liabilities, net of current portion" in the Consolidated Balance Sheets, represents the forecasted discounted cash payments that the Company expects to pay. Increases or decreases in the fair value of the contingent purchase consideration can result from changes in discount rates as well as the timing and amount of forecasted revenues. The forecasted revenue growth assumption that is most sensitive is the assumed franchise sales count for which the forecast assumes 30 franchise sales in the final Revenue Share Year. This assumption is based on historical sales and an assumption of growth over time. A 10% reduction in the number of franchise sales and a 1% change to the discount rate applied to the forecast would not substantially change the liability. The Company measures this liability each reporting period and recognizes changes in fair value, if any, in "Selling, operating and administrative expenses" in the accompanying Consolidated Statements of Loss.

The table below presents a reconciliation of the contingent consideration (in thousands):

	Total
Balance at January 1, 2024	$ 2,170
Fair value adjustments	5
Balance at December 31, 2024	2,175
Fair value adjustments	(109)
Cash payments [a]	(791)
Balance at December 31, 2025	$ 1,275

(a) Represents the annual contingent consideration payment for the Revenue Share Year ending in 2024. Additionally, the annual contingent consideration payment for the Revenue Share Year ending in 2025 was approximately $742,000 and was paid in early January 2026.

The Company assesses categorization of assets and liabilities by level at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. There were no transfers between Levels I, II and III during the year ended December 31, 2025.

7. Equity-Based Compensation

The RE/MAX Holdings, Inc. 2023 Omnibus Incentive Plan (the “Incentive Plan”) includes restricted stock units of Holdings which may have time-based or performance-based vesting criteria. The Company recognizes equity-based compensation arising from the Incentive Plan issued to employees of Motto in “Selling, operating and administrative expenses” in the accompanying Consolidated Statements of Loss, with an offsetting member contribution. Equity-based compensation expense for Holdings, RE/MAX, LLC and their subsidiaries other than Motto are not reflected in the accompanying Consolidated Statements of Loss. Employee stock-based compensation expense under the Incentive Plan is as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Expense from time-based awards	$ 583	$ 929	$ 1,164
Expense from performance-based awards [a]	327	343	558
Expense from bonus to be settled in Holdings Class A common stock [b]	384	521	365
Equity-based compensation expense	$ 1,294	$ 1,793	$ 2,087

(a) Expense recognized for performance-based awards is re-assessed each quarter based on expectations of achievement against the performance conditions.
(b) This is the portion of the annual corporate bonus earned that is to be settled in Holdings Class A common stock. These amounts are recognized as “Accounts payable to affiliates” in the accompanying Consolidated Balance Sheets and are not included in “Member’s equity” until the Holdings Class A common stock is issued.

8. Commitments and Contingencies

Commitments

The Company has no material commitments as of December 31, 2025.

Contingencies

The Company is subject to litigation claims arising in the ordinary course of business. The Company believes that it has adequately accrued for legal matters as appropriate. The Company records litigation accruals for legal matters which are both probable and estimable and for related legal costs as incurred. The Company will not reduce these liabilities for potential insurance or third-party recoveries and any insurance recoveries will be recorded in “Accounts and notes receivable, current portion” in the accompanying Consolidated Balance Sheets.

9. Defined-Contribution Savings Plan

RE/MAX, LLC sponsors an employee retirement plan (the “401(k) Plan”) that provides certain eligible employees of the Company an opportunity to accumulate funds for retirement. The Company provides matching contributions on a discretionary basis. During the years ended December 31, 2025, 2024 and 2023, the Company recognized expense of approximately $222,000, $241,000 and $230,000, respectively, for matching contributions to the 401(k) Plan.

10. Related-Party Transactions

The Company has transactions with affiliated entities. Such amounts primarily relate to operating expenses and property and software investments paid for by RE/MAX, LLC on behalf of the Company. For the years ended December 31, 2025, 2024 and 2023, the Company recorded $9.8 million, $13.1 million and $13.9 million, respectively, of “Contribution from Member” in the Statements of Member’s Equity and Statements of Cash Flows related to these transactions.

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EXHIBIT D

CURRENT LIST OF FRANCHISEES

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Lucas Adams	Motto Mortgage Aurora	907-982-8002	892 East USA Circle, Suite 107	Wasilla, AK 99654
Kevin Corcoran	Motto Mortgage Gulf Coast	251-968-3601	1545 W 2nd St Suite 100	Gulf Shores, AL 36542
Jake Alu	Motto Mortgage Catalpa House	205-224-0246	1 Perimeter Park South, Suite 100 North, Suite #118	Birmingham, AL 35243
Keith Pike	Motto Mortgage Alliance	501-590-3842	11324 Arcade Drive, Suite 24	Little Rock, AR 72212
Jose Colunga	Motto Mortgage 1 Call	501-270-3100	2112 W Beebe Capps Expy	Searcy, AR 72143
Donny Bradley	Motto Mortgage Integrity Advisors	501-393-0990	449 Reedy Road	Conway, AR 72034
Stephanie Crain	Motto Mortgage Limitless	928-364-2121	1425 East White Mountain Boulevard	Pinetop, AZ 85935
Sigifredo Ponce	Motto Mortgage Reserve	831-755-9888	1457 North Davis Rd	Salinas, CA 93907
Paul Hung	Motto Mortgage Alpha	949-299-2088	7545 Irvine Center Drive, Suite 200	Irvine, CA 92618
Michael Sipes	Motto Mortgage Coastal	805-443-2390	5720 Ralston Street #100	Ventura, CA 93003
Brandi Laffins	Motto Mortgage Streamline	530-896-9331	1834 Mangrove Avenue	Chico, CA 95926
Suneet Agarwal	Motto Mortgage Essential	916-216-7375	550 Howe Avenue, Suite 200	Sacramento, CA 95825
Navid Ali	Motto Mortgage Future	925-400-8971	2355 San Ramon Valley Blvd, STE 100	San Ramon, CA 94583
Rima Rafeh	Motto Mortgage Ready	661-236-8899	18635 Soledad Canyon Rd, Ste 110 1/2	Canyon Country, CA 91387
Shadi Alkhudari	Motto Mortgage Golden Standard	510-868-0000	781 W Tennyson Rd	Hayward, CA 94544
Jason Santos	Motto Mortgage Nexus	310-437-0620	4009 Morrison Way	Roseville, CA 95747
Christiana Hill Hamlin	Motto Mortgage Mavens	720-773-6868	12211 W Alameda Pwy 200	Lakewood, CO 80228
June Lemmings	Motto Mortgage Legacy Group	970-313-0615	5628 19th Street, Suite 1	Greeley, CO 80634
Rey Soto	Motto Mortgage Private Client	646-656-3359	999 Summer Street, Suite 300	Stamford, CT 6905
Ramesh Natchiappan	Motto Mortgage Point	860-758-8699	20 Tower Lane, Suite 500	Avon, CT 06001
Mariya Oldfather	Motto Mortgage Prosperity	302-313-5145	16394 Samuel Paynter Blvd #102	Milton, DE 19968
Christian Bennett	Motto Mortgage Champions	727-807-9398	11541 Trinity Blvd	Trinity, FL 34655
Chris Clemente	Motto Mortgage Specialists	904-268-3810	12646 San Jose Boulevard Suite 102	Jacksonville, FL 32223
Terry Wayland	Motto Mortgage Infinity	239-432-9030	4048 Evans Avenue, Suite 303	Fort Myers, FL 33901
Terry Wayland	Motto Mortgage Infinity	239-432-9030	300 Fifth Ave South Ste 227	Naples, FL 34102
Paul Boone	Motto Mortgage Signature Plus	386-222-3066	5889 South Williamson Boulevard, Suite 1428	Port Orange, FL 32128
Pam Capela	Motto Mortgage Selections	386-246-1656	460 Palm Coast Parkway Southwest, Suite 1	Palm Coast, FL 32137
Al Carioti	Motto Mortgage Premier Choice	407-928-9333	6801 Wallace Road	Orlando, FL 32819
Keegan Siegfried	Motto Mortgage Paramount	813-991-1194	12653 Telecom Drive, Suite 250	Tampa, FL 33637
John Bastidas	Motto Mortgage Secure	407-708-3056	1000 Savage Court, Suite 206	Longwood, FL 32750
Marcus Larrea	Motto Mortgage Freedom	239-230-2484	6385 Presidential Court, Suite 202	Fort Myers, FL 33919
Rose Faroni	Motto Mortgage Prestige Advisors	561-766-7556	12789 Forest Hill Blvd, Suite 2B	Wellington, FL 33414
Laura Martinelli	Motto Mortgage Core	954-449-9342	5689 Coral Ridge Drive	Coral Springs, FL 33076
Alireza Partovi	Motto Mortgage VIP	386-295-5115	801 International Pkwy, 5th Floor, Suite 5065	Lake Mary, FL 32746
Daisy Cid	Motto Mortgage Premier Solutions	407-569-3152	401 Pleasant Street	Kissimmee, FL 34741
John Holahan	Motto Mortgage Resolutions	850-582-2893	1234 Airport Road, Suite 126	Destin, FL 32541
Lisa Fox	Motto Mortgage Golden Fox Advisors	727-412-2512	701 Enterprise Road East, Suite 203	Safety Harbor, FL 34695
Gordy Singh	Motto Mortgage Legends	407-577-0019	200 Kersey Street	Davenport, FL 33897
Jay Brockmeyer	Motto Mortgage Inspire	321-418-6555	3742 Avalon Park East Boulevard	Orlando, FL 32828

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Sigrid Amil	Motto Mortgage Select Group	561-888-4773	7410 Boynton Beach Blvd Suite A-1	Boynton Beach, FL 33437
George El Abu	Motto Mortgage Charge On	904-334-3678	145 Hilden Road, Unit 108	Ponte Vedra, FL 32081
Jason Coley	Motto Mortgage Diamond Elite	772-925-8017	546 NW University Blvd Ste 103	Port St. Lucie, FL 34986
Steve Silcock	Motto Mortgage Homewise	863-236-3868	264 West Central Avenue, Suite A	Winter Haven, FL 33880
Gene Whiddon III	Motto Mortgage Excelsior	954-388-0870	777 S Federal Hwy #1	Fort Lauderdale, FL 33316
Chepe Serrano-Molina	Motto Mortgage NMR	305-677-2624	10950 N Kendall Drive, Suite 200M	Miami, FL 33176
Roberto Castillo	Motto Mortgage Gold Connection	305-972-2541	10703 SW 104th St	Miami, FL 33176
Iulia Hut	Motto Mortgage Megastars	813-499-9669	100 S Ashley Drive Suite 600	Tampa, FL 33602
Jaren Woeppel	Motto Mortgage Invictus	904-409-3046	9 Court Theophelia	Saint Augustine, FL 32084
Jose Fleming	Motto Mortgage United	407-758-5353	2121 South Hiawassee Road, Suite 100	Orlando, FL 32835
Frank Falbo	Motto Mortgage Platinum Advantage	844-966-6886	1701 Northeast 42nd Avenue, Suite 302	Ocala, FL 34470
Tom Heyer	Motto Mortgage South	770-354-6199	48 Polk Street	Marietta, GA 30064
Bubba Hunt	Motto Mortgage TurnKey	912-259-9898	1541 Northside Drive East	Statesboro, GA 30458
Michael Holle	Motto Mortgage Southeast	706-302-9016	102 Main Street, Suite 229	LaGrange, GA 30240
Kelvin Smith	Motto Mortgage Clear Choice	770-330-5651	107C South Dixie Avenue	Cartersville, GA 30120
Jeni Dufour	Motto Mortgage Cooperation	470-575-4175	2993 Sandy Plains Road, #225-C	Marietta, GA 30066
Timothy Stout	Motto Mortgage Syndicate	833-639-6264	32 Jackson Street	Newnan, GA 30263
Valyn Lyons	Motto Mortgage 321	678-691-2685	294 South Main Street, Suite 400	Alpharetta, GA 30009
Chuck Simmons	Motto Mortgage Midwest	515-346-8293	4555 Utica Ridge Road	Bettendorf, IA 52722
Larry Warden Jr	Motto Mortgage Equip	405-315-0798	910 West Main Street, Suite 336	Boise, ID 83702
Jacob Oliver	Motto Mortgage In Motion	208-290-5233	1315 US-2 Hwy	Sandpoint, ID 83864
Erica Martinez	Motto Mortgage Achieves	208-906-4308	310 South Kimball Avenue	Caldwell, ID 83605
Joanna Theismann	Motto Mortgage Focus	618-643-9040	1668 Windham Way, Suite 100	O'Fallon, IL 62269
Tim Binning	Motto Mortgage Now	630-365-1600	505 West Main Street, Suite B	St Charles, IL 60174
Amy Kite	Motto Mortgage Affiliated	224-252-5858	501 Peterson Road, Suite 200B	Libertyville, IL 60048
Chevy Marchosky	Motto Mortgage Specialty	630-366-6977	2250 Point Boulevard, Suite 335	Elgin, IL 60123
Willie Harden	Motto Mortgage Flex	502-515-8749	830 South 2nd Street, Suite 2	Louisville, KY 40203
Tracy Holtsclaw	Motto Mortgage Home Group	270-982-3003	100 Chase Way, Suite 4	Elizabethtown, KY 42701
Jay Pitts	Motto Mortgage Premier Partners	502-754-2021	10605 Shelbyville Road, Suite 200	Louisville, KY 40223
Kevin Greenwell	Motto Mortgage Elevate	502-827-4126	101 Manor Avenue, Suite 100	Bardstown, KY 40004
Clay Relle	Motto Mortgage Financial Group	985-363-8840	1402 South Magnolia Street, Suite D	Hammond, LA 70403
Albert DiVirgilio	Motto Mortgage 360	978-560-8600	471 Lynnfield Street, Suite 1	Lynn, MA 1904
Michael Tubin	Motto Mortgage Residential	617-504-0013	6 Main Street Extension, Suite 603	Plymouth, MA 2360
Bill Wright	Motto Mortgage Executives	508-520-3160	308 West Central Street Suite E-104	Franklin, MA 2038
Mark Davis	Motto Mortgage Preferred	301-742-8969	10665 Stanhaven Place, Suite 300A (Ste 3102)	White Plains, MD 20695
Rhonda Overberg	Motto Mortgage Tried and True	636-638-1074	1349 McNutt Street	Herculaneum, MO 63048

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Sandy Hancock	Motto Mortgage Living	314-377-0200	8081 Manchester Road	Saint Louis, MO 63144
J.D. Calvin	Motto Mortgage Pathway	573-864-9529	803 East Walnut Street, Suite #403	Columbia, MO 65201
John Little	Motto Mortgage Custom Advantage	417-543-9823	1342 East Battlefield	Springfield, MO 65804
Chris Cole	Motto Mortgage Home Advisors	573-574-5626	2511 Independence Street, Suite 400	Cape Girardeau, MO 63703
Nick Paulson	Motto Mortgage Community Partners	417-773-8059	4145 South McCann Court, Suite F	Springfield, MO 65804
David Saulters	Motto Mortgage Sigma Group	601-579-8736	119 Mayfair Road	Hattiesburg, MS 39402
Keith Henley	Motto Mortgage Link	662-350-0277	218 North Gloster Street	Tupelo, MS 38804
Dustin Hill	Motto Mortgage Premier Experts	601-512-2275	607 22nd Ave	Meridian, MS 39301
Wesley Jackson	Motto Mortgage Moves	910-406-2305	1010 Old US Highway 1	Southern Pines, NC 28387
Jason Hill	Motto Mortgage Quality	919-352-8938	218 E. Main Street, Suite 223	Clayton, NC 27520
Jeff Flieler	Motto Mortgage Secure Choice	919-357-7319	319 N. Howe St.	Southport, NC 28461
Walter Ciucevich	Motto Mortgage Strategic	910-644-4801	201 Commercial Court	Sanford, NC 27330
Jabin Norris	Motto Mortgage Professionals	910-444-3868	3369 Holden Beach Road SW, Suite 3	Supply, NC 28462
Reva Sullivan	Motto Mortgage Experience	910-238-4549	1106 Gum Branch Road, Suite 400	Jacksonville, NC 28540
Will Poteat	Motto Mortgage Precise	828-234-4072	111 East Main Street, Suite 102	Lincolnton, NC 28092
Jared Blankenship	Motto Mortgage Premier Pros	701-532-3250	3250 47th St S	Fargo, ND 58104
Adam Briley	Motto Mortgage Top Tier	402-253-4289	331 Village Point Plaza	Omaha, NE 68118
Joe Kubick	Motto Mortgage Source	402-770-7559	8420 Amber Hill Road, Suite B	Lincoln, NE 68526
David Duplessis	Motto Mortgage Sail Home	603-234-2802	169 Daniel Webster Highway Suite 208	Nashua, NH 3060
Mark Scuderi	Motto Mortgage Supreme	908-760-6674	533 Memorial Parkway	Phillipsburg, NJ 8865
Allison Rizzo	Motto Mortgage Success	732-662-1475	1199 Amboy Avenue, Suite 1A	Edison, NJ 8837
Pamela McClellan	Motto Mortgage Mentors	347-733-9254	380 Washington Road, Ste F	Sayreville, NJ 8872
Jimmy Nunez	Motto Mortgage Elite Choice	848-444-2077	4400 Route 9 South Suite 1000 Office #7	Freehold, NJ 7728
Nancy Kennedy	Motto Mortgage Premier Brokerage	505-900-1944	7802 Menaul Blvd NE, Suite 8	Albuquerque, NM 87110
Conner Sheets	Motto Mortgage Client 1st	702-349-8920	500 N Rainbow Suite 300 #305	Las Vegas, NV 89107
Mark Snyder	Motto Mortgage Above & Beyond	440-892-5500	25021 Center Ridge Road Suite 200	Westlake, OH 44145
Dwight Milko	Motto Mortgage NEO	216-468-8480	20515 Shaker Blvd	Shaker Heights, OH 44122
Rollin Gosney	Motto Mortgage Driven	330-921-4634	22 1/2 South Main	Columbiana, OH 44408
Kyle Dynes	Motto Mortgage 1	614-725-7328	921 Eastwind Drive #102	Westerville, OH 43081
David LaFleur	Motto Mortgage Ascent	440-281-0668	17075 Pearl Road	Strongsville, OH 44136
Brent Glass	Motto Mortgage Preferred Partners	740-683-3378	1856 Dresden Road	Zanesville, OH 43701
Avhinav Adhikari	Motto Mortgage Angels	701-639-8868	9032 Union Centre Boulevard, Suite 103	West Chester, OH 45069
Pasqual Federico	Motto Mortgage Services	440-221-4002	7547 Mentor Avenue, Suite 101	Mentor, OH 44060
Dan Sweeney	Motto Mortgage Best Life	580-279-1292	923 Arlington Street	Ada, OK 74820
Don Courtney III	Motto Mortgage Lakecrest	503-819-2174	15220 Northwest Greenbrier Pkwy, Ste 230	Beaverton, OR 97006
Tom Skiffington	Motto Mortgage Elite Services	215-453-7653	701 West Market Street Suite 1	Perkasie, PA 18944
Anna Foytack	Motto Mortgage Happy Valley	814-235-9207	1375 Martin Street, Suite 101	State College, PA 16803

Contact Name	Office Name	Office Phone Number	Office Address	Office City/State
Mike Hanlon	Motto Mortgage Keystone	412-531-6881	375 Valley Brook Road, Suite 104	McMurray, PA 15317
Brent Zollner	Motto Mortgage Miracles	724-953-7398	3337 Rte 130, Ste 2	Harrison City, PA 15636
Bob Kreider	Motto Mortgage Synergy	717-286-9732	500 Delp Road	Lancaster, PA 17601
Robert Rollings	Motto Mortgage Simplified	706-780-3434	480 Fabian Drive Suite A	Aiken, SC 29803
Thomas Shumpert	Motto Mortgage Assurance	803-500-5082	2125 Schooner Cove,	Miramar Beach, FL 32550
Jonathan Edmund	Motto Mortgage Coastal Pros	843-957-3872	802 41st Avenue South, Suite 107	North Myrtle Beach, SC 29582
Jennifer Johnston	Motto Mortgage Action	864-854-9494	500 C Montague Avenue	Greenwood, SC 29649
Jenna Richardson	Motto Mortgage Thrives	843-900-7212	1042 E Montague Avenue, Suite G2	North Charleston, SC 29405
Timothy Williams Jr	Motto Mortgage Beyond	803-238-7519	5599 Sunset Boulevard	Lexington, SC 29072
Shatoya Cobb	Motto Mortgage Community Solutions	864-607-8746	360 Tanner Road, Suite H	Greenville, SC 29607
Frances Vantrease	Motto Mortgage Makers	423-648-4595	2242 Encompass Drive	Chattanooga, TN 37421
Jeremy Cansler	Motto Mortgage Preferred Brokers	423-453-8473	801 Decatur Pike, Suite 3	Athens, TN 37303
Justin Tucker	Motto Mortgage Lakeside	615-906-2129	880 Green Lea Blvd, Ste A-106	Gallatin, TN 37066
Hanna Kim	Motto Mortgage Clarity	646-262-5950	174 Saundersville Road, #404B	Hendersonville, TN 37075
Scott Schwandt	Motto Mortgage First Choice	830-327-1229	142 W San Antonio St	New Braunfels, TX 78130
Melinda Truitt	Motto Mortgage Signature	469-480-4699	4317 Queen Circle	The Colony, TX 75056
Corey Casper	Motto Mortgage Home Town	512-876-7566	305 Denali Pass, Suite D	Cedar Park, TX 78613
Tim Gross	Motto Mortgage Select	281-414-2631	840 Gessner Road, Suite 150	Houston, TX 77024
Fredrick Fluker	Motto Mortgage Exclusive Group	254-449-4707	326 Morgan Street, Suite A	Harker Heights, TX 76548
David Clark	Motto Mortgage Odyssey	281-748-4585	2940 Oak Street	Kingwood, TX 77339
Molly Wahrheit	Motto Mortgage Options	210-710-5456	17319 San Pedro, Suite 206	San Antonio, TX 78232
Linh Kieu Lu	Motto Mortgage Triumph	281-948-5021	14905 Southwest Fwy	Sugar Land, TX 77478
Stephanie Engolio	Motto Mortgage Gold	281-975-1475	5402 Fawn Trail Lane	Humble, TX 77346
Frank Martin	Motto Mortgage DreamNest	732-824-2136	14150 Huffmeister Road, Suite 127	Cypress, TX 77429
Omar Garcia	Motto Mortgage Premier	956-827-3190	907 Lindberg Avenue, Suite 117	McAllen, TX 78501
Myan Burton	Motto Mortgage Precision	801-450-2428	7135 South Highland Drive, Suite 102	Cottonwood Heights, UT 84121
Darian Cochran	Motto Mortgage Premier Services	434-216-1981	900 Gardens Blvd, Suite 100	Charlottesville, VA 22901
Payman Naseh	Motto Mortgage Logic	888-773-7001	205 Van Buren Street, Suite 160, #49	Herndon, VA 20170
Faith Caldwell	Motto Mortgage Catapult	757-586-5357	11820 Fountain Way, Suite 406	Newport News, VA 23606
Mike Runyan	Motto Mortgage Pacific	253-341-4501	2102 N Pearl Street, Ste A-301	Tacoma, WA 98406
Todd Fahlman	Motto Mortgage Orca	360-630-9000	9317 State Avenue, Suite A	MARYSVILLE, WA 98270
Jeff Thompson	Motto Mortgage Partner Group	509-223-2122	9527 Sandifur Pkwy Suite B	Pasco, WA 99301
Gaurang Sardesai	Motto Mortgage Altius	360-291-8797	915 Broadway Street, Suite #144	Vancouver, WA 98660
Liz Reinecke	Motto Mortgage Collective	425-473-1712	1721 Hewitt Ave, Suite 302	Everett, WA 98201
Harry Dhaliwal	Motto Mortgage Lean	206-889-7172	596 Industry Drive, Bldg 8, Suite 251	Tukwila, WA 98188
Robert Laplante	Motto Mortgage Mobility	262-366-0096	3380 S 108th St Suite 209	Greenfield, WI 53227
Ryan Andrews	Motto Mortgage Horizon	307-358-3755	239 N 4th Street	Douglas, WY 82633

To Be Opened as of April 9, 2026

Owner	Office Name	Office Phone Number	Office Address	Office City/State
Keith Pike	Motto Mortgage Alliance	479-640-3489	3103 Southeast Moberly Ln, Ste 218	Bentonville, AR 72712
Erik Johnson	Motto Mortgage Preferred Choice	623-251-2765	28260 North Tatum Boulevard, Suite A4	Cave Creek, AZ 85331
Dario Lopez	Motto Mortgage Elevate Living	860-539-1444	506 Franklin Avenue	Hartford, CT 6114
Christian Bennett	Motto Mortgage Champions	727-807-9398	TBD	TBD, FL
Christian Bennett	Motto Mortgage FL064 TBD	727-807-9398	TBD	TBD, FL
Josh Calhoun	Motto Mortgage Thoroughbred	606-791-4497	140 Collins Circle	Prestonsburg, KY 41653
Sapan Patel	Motto Mortgage Indigo	732-429-5229	31 Stelton Road, Suite 1	Piscataway, NJ 8854
Mark Vittardi	Motto Mortgage Full Circle	440-666-3405	5581 Ridge Rd., Ste. 101	Parma, OH 44129
Rex Olson	Motto Mortgage Premier Advisors	801-699-5476	1399 West 9000 South	West Jordan, UT 84088

EXHIBIT E

FRANCHISEES NO LONGER WITH THE SYSTEM

EXHIBIT E

NOTE: SOME INDIVIDUALS WHOSE NAMES APPEAR ON THIS EXHIBIT OWN OTHER MOTTO MORTGAGE OFFICES AND REMAIN IN GOOD STANDING WITHIN THE MOTTO MORTGAGE SYSTEM.

FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS
Between January 1, 2026 and April 9, 2026
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

Office Id	Name	City	State	Phone
CA018	Patrick Raach	Valencia	CA	661-644-4969
CA018	Barbara Westover Raach	Valencia	CA	661-803-2987
TX015	Hector Alaniz	Laredo	TX	956-286-0030
TX015	David Ramirez	Laredo	TX	956-949-0040
WA007	John Leeland	Spokane	WA	509-994-6767
OH006	Johnathon Divore	Columus	OH	614-3482030
WY001	Luke Wilkins	Gillette	WY	307-299-2308
KS001	Steven Myers	Witchita	KS	316-680-1554
TX046	Alex Rezende	Houston	TX	(713) 516-6106
TX046	Mario Negron	Houston	TX	(713) 261-6900
CO008	Amy Perrin	Parachute	CO	970-216-8523
CO008	Chuck Perrin	Parachute	CO	970-216-7868
AL002	Patrick Daily	Orange Beach	AL	251-752-0497
AL002	Gina Daily	Orange Beach	AL	251-752-0498
AL002	Heather Cole	Orange Beach	AL	251-978-8600
AL002	Dusty Cole	Orange Beach	AL	251-213-8504
NJ009	David Sadek	Hackensack	NJ	201-248-2727
TN006	Randy Lawrence	Lexington	KY	678-485-9321
TN006	Janice Mueller	Lexington	KY	859-312-0446
TN006	Victor Espinosa	Lexington	KY	859-509-1288
TN006	Sarah Espinosa	Lexington	KY	859-509-1299
AZ001	Nate Martinez	Glendale	AZ	602-430-5226
IL012	Jeff Kolbus	Peoria	IL	309-208-7718
IL012	Wendy Kolbus	Peoria	IL	309-208-7720
IL006	Joanna Theismann	O'Fallon	IL	618-698-3925
FL042	Kim Dowling	Bradenton	FL	941-279-3668
FL054	Damion Fray	Orlando	FL	321-966-5811
IL016	Seyitbek Usmanov	Des Plaines	IL	571-249-3974
NC011	Kelli Salter	Jacksonville	NC	910-378-7023
NE003	Shelly Schurr	North Platte	NE	308-362-7026
VA011	Ruby Lawler	Alexandria	VA	571-215-6773

EXHIBIT E

NOTE: SOME INDIVIDUALS WHOSE NAMES APPEAR ON THIS EXHIBIT OWN OTHER MOTTO MORTGAGE OFFICES AND REMAIN IN GOOD STANDING WITHIN THE MOTTO MORTGAGE SYSTEM.

FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS
Between January 1, 2026 and April 9, 2026
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

TRANSFERS OF CONTROLLING INTEREST

Office Id	Name	City	State	Phone

EXHIBIT E

NOTE: SOME INDIVIDUALS WHOSE NAMES APPEAR ON THIS EXHIBIT OWN OTHER MOTTO MORTGAGE OFFICES AND REMAIN IN GOOD STANDING WITHIN THE MOTTO MORTGAGE SYSTEM.

FRANCHISES THAT HAVE BEEN TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS
Between January 1, 2026 and April 9, 2026
OR THAT HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE APPLICATION DATE

LEFT THE SYSTEM/OTHER

Office Id	Name	City	State	Phone	Reason

EXHIBIT F

OFFICE MATERIALS
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OFFICE MATERIALS (MANUALS ONLY)
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PAGES DEVOTED TO
EACH SECTION

EXHIBIT G

FRANCHISEE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

***Do not sign this Questionnaire if you are a resident of California or the business is to be operated in California.**
***Do not sign this Questionnaire if you are a resident of Hawaii or the business is to be operated in Hawaii.**
***Do not sign this Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.**
******The following language applies only to transactions governed by the Washington Franchise Investment Protection Act*:
Do not sign this questionnaire if you are a resident of Washington or the franchise is to be operated in Washington.

As you know, Motto Franchising, LLC ("***we,***" "***us***" or "***Motto Franchising, LLC***") and you are preparing to enter into a Franchise Agreement for the operation of a Motto Mortgage Office. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. I have received, personally reviewed, and understand the Franchise Agreement and each exhibit, addendum, and rider attached to it.

   Yes __________ No ___________

2. I have received, personally reviewed, and understand the information contained in the Franchise Disclosure Document.

   Yes __________ No ___________

3. I acknowledge that I have had the opportunity--whether or not I may have chosen to do so--to discuss with my attorney, accountant, or other professional advisor the benefits and risks of operating a Motto Mortgage Office, and I understand those benefits and risks.

   Yes __________ No ___________

4. I am relying upon information I received concerning Motto Franchising, LLC and not information concerning any parent company of Motto Franchising, LLC.

   Yes__________ No ___________

5. Has any employee or other person speaking on behalf of Motto Franchising, LLC or any person made any representations, assurances, guarantees, or promises regarding the following in reference to operating a Motto Mortgage Office?

Revenues?	Yes ____	No ____
Profits?	Yes ____	No ____
Likelihood of Success?	Yes ____	No ____

6. Do you understand that the success of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

   Yes _________ No _________

7. Do you understand that in all dealings with you, the officers, directors, employees and agents of Motto Franchising, LLC act only in a representative capacity and not in an individual capacity and such dealings are solely between you and Motto Franchising, LLC?

   Yes _________ No _________

8. Has any employee or other person speaking on behalf of Motto Franchising, LLC or any person made any representations, assurances, guarantees or promises that you will have or receive any type of territorial rights or protection or a right of first refusal, option or any other right to purchase, acquire, or open any Motto mortgage office other than that granted by the Franchise Agreement?

   Yes _________ No _________

9. Do you understand that we and our affiliates have the right to grant franchises or operate competing businesses at any location whatsoever, as we may determine, including a location near your Office?

Yes _________ No _________

10. Has any employee or other person speaking on behalf of Motto Franchising, LLC or any person made any representations, assurances, guarantees or promises that are contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes _________ No _________

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. You understand that your answers are important to us and that we will rely on them.

________________________ ______________

FRANCHISEE/APPLICANT DATE

EXHIBIT H

LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES and/or AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities of the State of Hawaii 335 Merchant Street Honolulu, HI 96813
Illinois	Office of the Attorney General of Illinois Franchise Bureau Division 500 South Second Street Springfield, IL 62701 (217) 782-1090	Office of the Attorney General of Illinois 500 South Second Street Springfield, IL 62701
Indiana	Indiana Securities Commissioner 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
Maryland	Office of the Attorney General of Maryland Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General 200 St. Paul Place Baltimore, MD 21202
Michigan	Office of the Attorney General 525 West Ottawa Street Lansing, MI 48909 (517) 335-7622	Michigan Department of Corporations, Securities & Commercial Licensing Bureau 2407 N. Grand River Ave. Lansing, MI 48906
Minnesota	Minnesota Commissioner of Commerce Main Office, Golden Rule Building 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	Minnesota Commissioner of Commerce Main Office, Golden Rule Building 85 7th Place East, Suite 280 St. Paul, MN 55101
New York	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State of New York 99 Washington Avenue Albany, NY 12231

State	State Agency	Agent for Service of Process
North Dakota	North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Department 401 Bismarck, ND 58505 (701) 328-2440	Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Department 401 Bismarck, ND 58505
Rhode Island	Rhode Island Director of Business Regulation 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9500	Rhode Island Director of Business Regulation 1511 Pontiac Avenue Cranston, RI 02920
South Dakota	South Dakota Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of South Dakota Division of Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Virginia	Virginia State Corporation Commission Division of Securities and Retail Franchising P.O. Box 1197 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the Virginia State Corporation Commission 1300 East Main Street, 9th Floor Richmond, VA 23219
Washington	Securities Division State of Washington Department of Financial Institutions P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	General Administration Building State of Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Commissioner of Securities 4822 Madison Yards Way North Tower Madison, WI 53705 (608) 266-0448	Division Administrator Wisconsin Department of Financial Institutions 4822 Madison Yards Way North Tower Madison, WI 53705
Other States	N/A	Susan Winders 5075 South Syracuse Street Denver, CO 80237 (Registered Agent in Colorado)

EXHIBIT I

STATE ADDENDA
AND FRANCHISE AGREEMENT RIDERS

Exhibit I

<u>ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT</u>

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

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

The provisions of this Addendum only apply if the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF ILLINOIS

1. The conditions under which your Franchise can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

2. Item 17. The following language is added to Items 17(v) and 17(w):

> "Provided that the provisions of the Illinois Franchise Disclosure Act will govern franchises located in the State of Illinois."

3. Item 17(v). Illinois law provides that any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of Illinois.

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

The provisions of this Addendum only apply if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF MARYLAND

THIS ADDENDUM is annexed to and forms part of the Franchise Disclosure Document for the state of Maryland. This Addendum is intended to modify and supplement the Franchise Disclosure Document with respect to Maryland as follows:

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

Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 (“SOP”), shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland. Any questions or statements in the Franchisee Disclosure Questionnaire that are prohibited by the SOP shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

1. Item 11 – Item 11 of the Disclosure Document is amended by adding the following to the disclosure under the heading Marketing:

> “If you want to obtain an accounting of advertising expenditures you must send a written request to the attention of our President at our offices in Denver, Colorado that states you are requesting an accounting of advertising expenditures.”

2. Item 17(c) – Requirements for Franchisee to Renew or Extend. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17(m) – Conditions for Franchisor Approval of Transfer. The general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Item 17(h) – "Cause" Defined – Non-Curable Defaults. Provisions for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)

5. Item 17(v) – Choice of Forum. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The provisions of this Addendum only apply if the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF MINNESOTA

Item 6. The amount charged for the Insufficient Funds Processing Fee in Minnesota is $30.00.

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5 which require (except in certain specified cases) (i) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J) also, a court will determine if a bond is required.

Any limitations of claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 ("SOP"), shall not apply to prospective franchisees who are subject to the anti-waiver provision of the Minnesota Franchises Law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATION PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

1. Item 3. Item 3 of the Disclosure Document is amended by deleting the last paragraph of the disclosure and substituting the following:

> "Neither we, our predecessor, nor a person identified in Item 2, or an affiliate offering franchises under our principal trademark:
>
> A. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, there are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.
>
> C. Is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent."

2. Item 4. Item 4 of the Disclosure Document is amended by deleting the disclosure and substituting the following:

> "Neither we, our affiliate, our predecessor nor our officers during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy

code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership."

3. Item 17. The following is added to the Summary column opposite section d.:

"The franchisee may terminate on any grounds available by law."

1. Item 17. The following is added to the Summary column opposite section w.:

"The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York."

2. The Franchisor represents that the Disclosure Document does not knowingly omit any material fact or make an untrue statement regarding a material fact.

The provisions of this Addendum only apply if the jurisdictional requirements of the New York Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF NORTH DAKOTA

1. Item 17(r). Covenants not to compete such as those mentioned in Item 17(r) are generally considered unenforceable in the State of North Dakota.

2. Item 17(w). If there is a conflict between Colorado law and North Dakota Law, then North Dakota Law will prevail.

The provisions of this Addendum only apply if the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF RHODE ISLAND

1. Item 17(w). The following language is added to Item 17(w):

> "Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that 'A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.'"

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

This Addendum to the Disclosure Document shall be effective only to the extent, with respect to each provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

2. Item 17(h). The following is added to Item 17(h):

> "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 ground for default or termination stated in the 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."

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

The provisions of this Addendum only apply if the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum and to the extent they are then-valid requirements of the Act.

ADDENDUM TO THE FDD OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Wisconsin Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

Exhibit I
(Continued)

ADDENDA AND RIDERS
TO FRANCHISE AGREEMENT

RIDER TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC FOR USE IN HAWAII

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, the parties to the attached Franchise Agreement (the "**Agreement**") agree as follows:

1. Section 12.D.(8) and 12.D.(9), under the heading "TRANSFER AND ASSIGNMENT," are deleted in their entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> "(8) you and your Owners must execute a transfer or assignment agreement or similar document that we require, and a full general release (in a form satisfactory to us) of any and all claims against us and our Related Parties and each of our and their present and former officers, managers, directors, employees, agents, servants, and subsidiaries, excluding only such claims as you may have under the Hawaii Franchise Investment Law, and such other documents as we may require or deem important or desirable to the preservation and protection of our rights;"

2. Section 14, under the heading "POST-TERM OBLIGATIONS," shall be amended by the addition of the following new paragraph "G", which shall be considered an integral part of the Agreement:

> G. <u>STATUTORY OBLIGATIONS OF MOTTO FRANCHISING, LLC</u>
> Notwithstanding anything to the contrary in this Section 14, MOTTO FRANCHISING, LLC shall comply with Hawaii law which currently requires that MOTTO FRANCHISING, LLC compensate you upon termination or refusal to renew the Franchise for the fair market value, at the time of the termination or expiration of the Franchise, of any inventory, supplies, equipment and furnishings which were purchased from MOTTO FRANCHISING, LLC or a supplier designated by MOTTO FRANCHISING, LLC. Personalized materials which have no value to MOTTO FRANCHISING, LLC need not be compensated for. If MOTTO FRANCHISING, LLC refuses to renew the Franchise for the purpose of converting your business to one owned and operated by MOTTO FRANCHISING, LLC, MOTTO FRANCHISING, LLC, in addition, must compensate you for the loss of goodwill. MOTTO FRANCHISING, LLC may deduct reasonable costs incurred in removing, transporting and disposing of your inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due MOTTO FRANCHISING, LLC."

3. This Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, are met independently without reference to this Rider, and to the extent the Rider contains then-valid requirements of the Hawaii Franchise Investment Law.

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

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider to the Franchise Agreement on the same date as the Franchise Agreement was executed.

MOTTO FRANCHISING, LLC		**FRANCHISEE**	
By: ______________________________	________ Date	______________________________	________ Date
Title: ______________________________		______________________________	________

RIDER TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF ILLINOIS

This Rider is entered into this ______ day of ______________, 20___, by and between MOTTO FRANCHISING, LLC ("***MOTTO FRANCHISING, LLC***," "***we,***" or "***us***"), and _____________________ ____________________________ ("***you***" or "***Franchise Owner***").

We and you are parties to that certain "***Franchise Agreement***" dated _____________, 20___, that has been entered into concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider modifies the Franchise Agreement as provided below:

1. Cancellation of Prior Understandings/Entire Agreement. The last two sentences of Subsection 15.C. of the Franchise Agreement is revised to read as follows:

> This Agreement expresses fully the understanding by and between the parties and all prior and contemporaneous understandings, agreements, commitments, conditions, warranties and representations of any kind, oral or written, as to the Franchise (except as to information and representations submitted by you to us in application to purchase the Franchise, including, but not limited to, financial statements, references, etc. and those representations made in the MOTTO FRANCHISING Franchise Disclosure Document delivered to you by MOTTO FRANCHISING, LLC) are canceled and null, void and of no effect. Any previous matter, presently covered within this Agreement, is hereby superseded and canceled with no further liabilities or obligations of the parties with respect to such matter, except as to any monies due and unpaid between the parties to this Agreement at the time of execution of this Agreement.

2. Waiver of Punitive Damages and Jury Trial. You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). Accordingly, Subsection 15.H. of the Franchise Agreement is deleted.

3. Waiver of Class Action. You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). Accordingly, Subsection 15.I. of the Franchise Agreement is deleted.

4. Governing Law/Consent to Jurisdiction. The following language is added to the end of Subsection 15.J. of the Franchise Agreement:

> ILLINOIS LAW GOVERNS THE AGREEMENT(S) BETWEEN THE PARTIES TO THE AGREEMENT. ANY PROVISION IN THIS AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A FORUM OUTSIDE OF ILLINOIS OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO ANY CAUSE OF ACTION WHICH OTHERWISE IS ENFORCEABLE UNDER THE ILLINOIS FRANCHISE DISCLOSURE ACT. HOWEVER, A FRANCHISE AGREEMENT MAY PROVIDE FOR ARBITRATION IN A VENUE OUTSIDE OF ILLINOIS. 815 ILCS 705/4 (West 2012)

5. Release of Prior Claims. Subsection 15.R. of the Franchise Agreement is deleted.

6. No waiver of Illinois Franchise Disclosure Act. Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void. 815 ILCS 705/41 (West 2012)

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

The provisions of this Rider only apply if the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Rider and to the extent they are then valid requirements of the statute.

IN WITNESS WHEREOF, we and you have executed this Rider as of the day and year first above written.

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:______________________________	By:______________________________
Name:____________________________	Name:____________________________
Title:____________________________	Title:____________________________

RIDER TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF MARYLAND

This Addendum is entered into this ____ day of _______________, 20___ by and between Motto Franchising, LLC ("**we**"), and ____ ("**you**").

We and you are parties to that certain Franchise Agreement that has been entered into concurrently with this Addendum (the "**Franchise Agreement**"). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum modifies the Franchise Agreement as provided below:

1. The following provision is hereby added to Section 12.D.(9) of the Franchise Agreement:

   "The general release required as a condition of renewal, sale and/or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. The following sentence is hereby added to Section 15.J. of the Franchise Agreement:

   "Nothing in this paragraph shall prohibit a franchisee in Maryland from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that any claims arising under such law shall be brought within three (3) years after the grant of a franchise."

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

Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 ("SOP"), shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

[*Signature Page Follows*]

Dated:____________________________

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:_________________________________	By:_________________________________
Name:_______________________________	Name:_______________________________
Title:________________________________	Title:________________________________

ADDENDUM TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF MINNESOTA

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5 which require (except in certain specified cases) (i) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J) also, a court will determine if a bond is required.

Any limitations of claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 ("SOP"), shall not apply to prospective franchisees who are subject to the anti-waiver provision of the Minnesota Franchises Law.

[*Signature Page Follows*]

The provisions of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

Dated:____________________________

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:_________________________________	By:_________________________________
Name:_______________________________	Name:_______________________________
Title:________________________________	Title:________________________________

RIDER TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF NEW YORK

This Rider is entered into this ______ day of ______________, 20___, by and between MOTTO FRANCHISING, LLC ("***MOTTO FRANCHISING, LLC***," "***we,***" or "***us***"), and _____________________ ___________________________ ("***you***" or "***Franchise Owner***").

We and you are parties to that certain "***Franchise Agreement***" dated _________________, 20___, that has been entered into concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider modifies the Franchise Agreement as provided below:

The following language is added to Section 15.J of the Franchise Agreement:

> "However, this choice of law should not be considered a waiver of any rights conferred by the provisions of Article 33 of the New York State General Business Law"

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

The provisions of this Addendum only apply if the jurisdictional requirements of the New York Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

IN WITNESS WHEREOF, we and you have executed this Rider as of the day and year first above written.

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:_______________________________	By:_______________________________
Name:_____________________________	Name:_____________________________
Title:_____________________________	Title:_____________________________

RIDER TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC
REQUIRED BY THE STATE OF NORTH DAKOTA

This Rider is entered into this ______ day of ______________, 20___, by and between MOTTO FRANCHISING, LLC ("***MOTTO FRANCHISING, LLC***," "***we,***" or "***us***"), and ______________ __________________________________ ("***you***" or "***Franchise Owner***").

We and you are parties to that certain "Franchise Agreement" dated __________________, 20____, that has been entered into concurrently with this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider modifies the Franchise Agreement as provided below:

1. Liquidated Damages. Liquidated damages provisions such as those mentioned in Section 14.E. of the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

2. Covenants Not to Compete. Covenants not to compete such as those mentioned in Section 11.(B) of the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

3. Costs and Legal Fees. Subsection 15.G. of the Franchise Agreement is amended in its entirety to read as follows:

> "If either party brings an action or proceeding to enforce the terms of this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs and expenses incurred by the prevailing party in connection with such action or proceeding including, without limitation, reasonable attorneys' fees, arbitrators' fees, expert witness' fees and court costs, whether incurred prior to, in preparation for, in contemplation of or in connection with the filing of such action or proceeding."

4. Waiver of Punitive Damages and Jury Trial. Subsection 15.H. of the Franchise Agreement is deleted.

5. Waiver of Class Action. Subsection 15.I. of the Franchise Agreement is deleted.

6. Governing Law/Consent to Jurisdiction. The following language is added to the end of Subsection 15.J. of the Franchise Agreement:

> "Provided, however, that in the event there is a conflict between Colorado law and North Dakota Law, then North Dakota Law will prevail."

7. To the extent this Rider shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or Exhibits or Attachments thereto, the terms of this Rider shall govern.

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

9. Any provisions in the Franchise Agreement that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 ("SOP"), shall not apply to prospective franchisees who are North Dakota residents or who seek to purchase a franchise located in North Dakota.

10. The provisions of this Addendum only apply if the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

IN WITNESS WHEREOF, we and you have executed this Rider as of the day and year first above written.

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:________________________________	By:________________________________
Name:______________________________	Name:______________________________
Title:______________________________	Title:______________________________

ADDENDUM TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Motto Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 15.J of the Agreement, under the subsection "Governing Law, Consent to Jurisdiction; Other Applicable Law," shall be amended by the addition of the following language at the end of the subsection:

> §19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

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

This Addendum shall be effective only to the extent, with respect to each provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum.

Dated:____________________________

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:____________________________	By:____________________________
Name:__________________________	Name:__________________________
Title:__________________________	Title:__________________________

ADDENDUM TO THE FRANCHISE AGREEMENT OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF VIRGINIA

This Rider is entered into this ______ day of ______________, 20___, by and between MOTTO FRANCHISING, LLC ("**MOTTO FRANCHISING, LLC**," "**we,**" or "**us**"), and ___________________ __________________________________ ("**you**" or "**Franchise Owner**").

We and you are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Virginia and/or (b) the Office that you will operate under the Franchise Agreement will be located in Virginia.

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

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

IN WITNESS WHEREOF, we and you have executed this Rider as of the day and year first above written.

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:_______________________________	By:_______________________________
Name:_____________________________	Name:_____________________________
Title:______________________________	Title:______________________________

ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS FOR THE STATE OF WASHINGTON

This Addendum is entered into this _______ day of ________________, 20____, by and between MOTTO FRANCHISING, LLC ("***MOTTO FRANCHISING, LLC***," "***we,***" or "***us***"), and ______________ __________________________________ ("***you***" or "***Franchise Owner***").

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Agreement and all related agreements, regardless of anything to the contrary contained therein. This Addendum applies if; (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any

franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Motto Franchising, LLC will not pay a dividend or otherwise return RE/MAX, LLC's initial capital contribution of $6,000,000 to RE/MAX, LLC until the Washington Securities Administrator lifts the financial assurance condition or until Motto Franchising, LLC addresses the financial assurance condition by agreeing to escrow or defer the payment of initial fees by franchisees in the State of Washington. Motto Franchising, LLC may reimburse RE/MAX, LLC for services RE/MAX, LLC performs for Motto Franchising, LLC.

20. The following Subparagraphs are added to Subsection 4.C. of the Franchise Agreement:

a. "Motto" Required in d/b/a but Prohibited in Entity Name.

You are required to use the term "Motto Mortgage" or "Motto" as the start of the trade identification of the Office, and you must obtain any trade, fictitious or assumed name registrations as may be required under applicable law for, and to operate the Office only under, such trade, fictitious or assumed name. You agree not to use any other Marks (or any variations or renditions similar to any of the Motto Marks) in, or as part of, your formal corporate or legal name. You also agree to not file or own any state or federal trademark applications or registrations that include or contain "Motto" or any of the other Marks or any confusingly similar marks. You may use, but are not required to use, the term "mortgage" in, or as part of, your formal corporate or legal name.

b. Filing of Trade Name and Uses of Marks in Advertising in the State of Washington.

In the state of Washington only, you are permitted to register a state trade name for "Motto Mortgage" or "Motto" with the appropriate state office; provided, however, you also register a state trade name for your Office name. You agree that all uses of the Marks in all advertising of your services in any medium whatsoever, including but not limited to print, electronic media, social media, and Internet websites, will be accompanied by your Office name. You acknowledge and agree that Subsection 4.B. shall apply to the trade name registration permitted under this Subsection, and to the extent that the trade name registration for "Motto Mortgage" or "Motto" serves to establish any goodwill, such goodwill will inure exclusively to the benefit of Motto Franchising, LLC,

> and that the same will automatically vest in and remain the exclusive property of Motto Franchising, LLC.

21. The last sentence of Subsection 15.D. of the Franchise Agreement is amended in its entirety to read as follows:

> "If in connection with this Agreement we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees and will not assume any liability or obligation to you."

Any provisions in the Franchise Agreement or any other document that constitute Acknowledgements, as defined in the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements adopted on September 18, 2022 and effective January 1, 2023 ("SOP"), shall not apply to a franchise purchased in Washington.

The provisions of this Addendum only apply if the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

IN WITNESS WHEREOF, we and you have executed this Addendum as of the day and year first above written.

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:_______________________________	By:_______________________________
Name:_____________________________	Name:_____________________________
Title:______________________________	Title:______________________________

ADDENDUM TO THE FRANCHISE AREEMENT OF MOTTO FRANCHISING, LLC REQUIRED BY THE STATE OF WISCONSIN

This Rider is entered into this ______ day of ______________, 20___, by and between MOTTO FRANCHISING, LLC ("***MOTTO FRANCHISING, LLC***," "***we,***" or "***us***"), and _____________________ ___________________________ ("***you***" or "***Franchise Owner***").

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law.

The provisions of this Addendum only apply if the jurisdictional requirements of the Wisconsin Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

IN WITNESS WHEREOF, we and you have executed this Rider as of the day and year first above written.

MOTTO FRANCHISING, LLC a Delaware limited liability company	FRANCHISEE:
By:_________________________________	By:_________________________________
Name:_______________________________	Name:_______________________________
Title:_______________________________	Title:_______________________________

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Exempt
Hawaii	[PENDING]
Illinois	Exempt
Indiana	Exempt
Maryland	Exempt
Michigan	December 7, 2025
Minnesota	[PENDING]
New York	Exempt
North Dakota	Exempt
Rhode Island	Exempt
South Dakota	[PENDING]
Virginia	Exempt
Washington	[PENDING]
Wisconsin	[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

RECEIPTS

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 we offer 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. **State laws in (a) Connecticut and Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first; (b) New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of a contract or the payment of any consideration; and (c) Iowa requires us to provide you this disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.**

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agencies listed in Exhibit H.

The issuance date for this disclosure document is April 10, 2026 amended April 28, 2026.

The franchisor is Motto Franchising, LLC, located at 5075 South Syracuse Street, Denver, Colorado 80237. Its telephone number is (866) 668-8649.

Your franchise has been offered to you by ______________________________, at 5075 South Syracuse Street, Denver, Colorado 80237; (866) 668-8649.

Motto Franchising, LLC authorizes the respective state agencies identified in Exhibit H to receive service of process for it in the particular state.

I received a disclosure document dated April 10, 2026 amended April 28, 2026, that included the following Exhibits:

A.	Franchise Agreement (including Data Sheet, Ownership and Management Information form, Guaranty and Assumption of Obligations, and Ancillary Services Addendum)
A-1	Withdrawal Authorization Form (Automatic Bank Draft)
A-2	Renewal Addendum
A-3	Franchise Transfer and Consent Agreement
A-4	Motto Mortgage Email User Agreement
A-5	Motto Portal User Agreement
A-6	Motto Web Hosting User Agreement
A-7	Motto Spark User Agreement
A-8	Branch Office Amendment
A-9	Wemlo Processing Agreement
A-10	LBS Agreement
B.	Promissory Note
C.	Financial Statements
D.	Roster of Offices
E.	Franchisees No Longer with the System
F.	Office Materials – Table of Contents
G	Franchisee Disclosure Questionnaire
H.	List of State Agencies/Agents for Service of Process
I.	Addenda to Franchise Disclosure Document and Riders to Franchise Agreement
	State Effective Dates Page
	Receipts

PROSPECTIVE OR RENEWING FRANCHISEE:

Print Name: ____________________________________

Signature: _____________________________________

Date: ____

Individually and as an officer, partner or member of _____________________________________,

a ______________________________________ which has been or will be formed to act as franchisee.

Title: ____

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 we offer 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. **State laws in (a) Connecticut and Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first; (b) New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of a contract or the payment of any consideration; and (c) Iowa requires us to provide you this disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.**

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agencies listed in Exhibit H.

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State Effective Dates Page	
Receipts	

PROSPECTIVE OR RENEWING FRANCHISEE:

Print Name: ____________________________________

Signature: _____________________________________

Date: ____

Individually and as an officer, partner or member of ______________________________________,

a ______________________________________ which has been or will be formed to act as franchisee.

Title: ____