

## FRANCHISE DISCLOSURE DOCUMENT



Trident Investment Partners, Inc.  
d/b/a Handyman Connection  
An Illinois Corporation  
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Blue Ash, Ohio 45242  
(513) 771-3003  
[www.handymanconnection.com](http://www.handymanconnection.com)

Trident Investment Partners, Inc. d/b/a Handyman Connection offers franchises for businesses providing small to medium home repairs and light remodeling using the trade name HANDYMAN CONNECTION®.

The total investment necessary to begin operation of a Handyman Connection franchised business is \$110,722 to \$231,114. This includes \$76,000 that is paid to us or our affiliate(s).

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.**

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 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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 20, 2025.

## How to Use This Franchise Disclosure Document

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

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	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 B
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Handyman Connection business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchise have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a Handyman Connection franchisee?</b>	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 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 that franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit D.

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

## **Special Risk(s) 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 us by arbitration and/or mediation only in Ohio or Illinois. Out-of-state arbitration, and/or mediation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate, or mediate with us in Ohio or Illinois than in your own state.
2. Mandatory Minimum Payments. You must make minimum royalty or advertising 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.
3. Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps even your house, at risk if your franchise fails.
4. Sales Performance Required. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

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## **ITEM 1**

### **THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

To simplify the language in this Disclosure Document, "Handyman Connection," "HC," "we," or "us," means the franchisor of this offering, Trident Investment Partners, Inc. d/b/a Handyman Connection, which does business under the name "Handyman Connection." "You" means the person who buys the franchise and includes your owners if you are a corporation or other business entity.

#### **The Company and its Predecessor**

We are an Illinois corporation formed on December 27, 2013, with a principal business address at 11115 Kenwood Road, Blue Ash, Ohio 45242. Since January 31, 2014, we have offered franchises under the name Handyman Connection® in the United States. Neither we, nor our predecessor, have offered franchises in any other line of business.

Our predecessor, Handyman Connection, Inc. ("HCI"), formerly known as Mamar, Inc., an Ohio corporation with a principal business address at 11115 Kenwood Road, Blue Ash, Ohio 45242, was the national franchisor of Handyman Connection franchises in the United States and Canada since its inception in January 1993. HCI's parent, FS Brands, Inc. ("FSB") owned 80% of the stock in HCI and our President and CEO, Jeffrey A. Wall ("Wall"), owned the remaining 20% of the issued and outstanding shares of stock in HCI. Effective December 31, 2013, FSB sold all of its stock in HCI to JW, LLC, an Illinois limited liability company which is wholly-owned by Wall (via trust). Effective January 31, 2014, we merged with HCI leaving us as the surviving entity which acquired the rights to the Handyman Connection® trademark, Handyman Connection franchise system, all other proprietary rights, and interest in the current Handyman Connection franchise agreements.

Except as provided in this Item, we have no parents or affiliates that require disclosure in this Item.

In addition to our domestic franchising activities, HCI entered into a Master Franchise Agreement with Newbridge Management Group, Inc. in November of 1995, which now offers Handyman Connection® franchises in Canada. As of the end of our most recent fiscal year, we have 47 franchise outlets in the U.S., and 18 franchise outlets in Canada through our master franchisee Newbridge Management Group, Inc.

Our agents for service of process are listed in Exhibit "D".

#### **The Franchised Business**

We offer franchises for the establishment and development of businesses providing (a) referral and other services to independent contractors; and (b) small to medium home repair services and light remodeling of a non-emergency nature, including plumbing, electrical, carpentry, dry wall, plastering, and painting services, among other services ("Franchised Business"). The light repair and remodeling services provided by Franchised Businesses do not require heavy machinery and are usually not performed beyond a two-story elevation. All services are performed by independent contractors or employees who are recruited by you and who are part of your Franchised Business's network of service providers. In general, each customer is charged a flat fee per job, a portion of which is paid to the service provider. Unless otherwise

approved by us, until you complete the Second Calendar Year, jobs cannot exceed \$15,000 per project, or \$30,000 in the aggregate. We do not grant franchisees any exclusive territorial rights and franchisees are only purchasing the rights to receive and service the new, residential leads located in their territory that are received through our lead generation internet platform or our centralized telephone phone number used in connection with the System. The residential work you perform will be referred to as "Residential Services". Other franchisees may perform commercial work and residential work inside your Territory for customers who directly reach out to such other franchisees or franchisees to such customers, without any compensation to you. Subject to: (i) your completion of any Certificate Programs; (ii) our right to perform services for National and Regional Accounts in your Territory; and (iii) you being in full compliance of the Franchise Agreement, you may perform commercial work in your Territory, subject to our written permission. You agree and acknowledge that you do not own the exclusive rights, nor any exclusivity, to perform any commercial work in the Territory.

There may be franchisees in the System that do maintain exclusivity in their market-place for both residential work and commercial work and, with respect to these specific franchisees, and no work may be performed in their territory without their permission.

Franchised Businesses are operated under a system distinguished by uniform standards and specifications for recruiting and providing referral services to independent contractors; sales techniques; merchandising, marketing, advertising, and inventory management systems; as well as general procedures for operating and managing a Franchised Business (the "System"). We identify Franchised Businesses and the System using certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark "Handyman Connection®," distinctive trade dress, and any other trade names, trademarks, and service marks as we now or in the future may designate in writing for use in connection with the System (the "Proprietary Marks"). We continue to develop, use, and control the use of any Proprietary Marks to identify for the public the source of products and services marketed under the System, and to represent the System's high standards of quality, appearance, and service.

During the term of the Franchise Agreement, you must, at all times, develop and operate your Handyman Connection Franchised Business in compliance with all Handyman Connection System Standards and the Manuals, as we may modify in the future.

### **Applicable Laws and Regulations**

Franchised Businesses are subject to various federal, state, and local laws and regulations relating to the operation of home repair and remodeling businesses, including contractors' licensing laws and related requirements. Before you begin operations, you must obtain all required licenses and approvals to operate the Franchised Business, including compliance with state, local and other contractor's licensing and related requirements. State, local and other laws and regulations vary widely, can change over time, and can materially affect your ability to do business. Certain states require that you obtain a license for a specific industry prior to advertising and/or performing any plumbing and electrical work. As of the Issue Date, we understand that the following states require you to hold special licenses to perform various types of home improvement related work: AZ, CA, CO, CT, FL, ID, IL, MD, MI, MN, NE, NJ, NM, NV, NY, OR, PA, SC, TN, VA, WA, WV and WI. Other states may require licenses and it is your responsibility to investigate and comply with your specific state licensing requirements. You are solely responsible to investigate and determine licensing requirements in the area you would like



to service before signing the Franchise Agreement. In addition, you may be required to comply with any executive orders issued in response to the Covid-19 pandemic. It is your sole responsibility to investigate and comply with these laws and regulations.

On April 22, 2010, the EPA's Renovation, Repair and Maintenance Program's Rule went into effect. This Rule details both information regarding lead paint that must be given to certain homeowners, as well as processes and procedures that must be followed in homes and other structures built before 1978. See <https://www.epa.gov/lead/renovation-repair-and-painting-program-contractors>. If you are performing work that disturbs lead paint, you must become certified through an EPA certified program at your own cost. We do not provide this training to you. In addition, state and federal laws regarding the classification of workers as employees versus independent contractors vary from state to state and can impact the operation of your Franchised Business. We strongly recommend that you examine applicable laws and regulations before purchasing a Franchised Business and periodically re-examine these laws during the term of your Franchise Agreement. You are solely responsible for compliance with all applicable laws and regulations.

Your Franchised Business will also be subject to laws and regulations that are not specific to the home repair industry, but applicable to businesses in general such as zoning laws, labor laws, the Fair Labor Standards Act, workers' compensation laws, business licensing laws and tax regulations, and the Americans with Disabilities Act.

### **Market and Competition**

Franchised Businesses market their products and services to independent contractors or employees who use their referral services, as well as the owners and lessors of residential properties. Your Franchised Business will compete with local, regional, and national home repair and remodeling businesses as well as companies that offer services through the internet. Among other things, you'll be responsible for assertive, proactive local marketing and branding efforts using the techniques of the Handyman Connection® System. It is possible that large, internet based companies, such as Google or Amazon may participate in our market-space in varying degrees, and we are not sure of the long-term impact they could have. In addition, recent changes in Artificial Intelligence (AI), including chatgpt®, may have an impact on the franchising model, as well as our specific model, and we are not sure of the long-term impact it might have.

## **ITEM 2** **BUSINESS EXPERIENCE**

### **Jeffrey A. Wall - Chief Executive Officer & President; Director**

Mr. Wall has served as our President and CEO since December 27, 2013, in Blue Ash, Ohio.

### **Lynda Roberts – Director of Information Technology**

Ms. Roberts has served as our Director of Information Technology since the fall of 2023. Previously, Ms. Roberts was the Director of Information Technology for DASCO HME in Westerville, Ohio from August 2007 to May 2023.

### **Angelique McMillan – Vice President of Marketing**

Mrs. McMillan was promoted to Vice President of Marketing in July 2022. Prior to that, Mrs. McMillan had been our Director of Marketing from August 2017 through July 2022.

### **Brian Honeyman – Executive Vice President of Operations**

Mr. Honeyman joined Handyman Connection in January 2019 as Executive Vice President of Operations. Mr. Honeyman has also worked as a Consultant with HCG and Global Franchise Partners in Dallas, Texas since September 2013.

## **ITEM 3 LITIGATION**

No litigation is required to be disclosed in this Item.

## **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

## **ITEM 5 INITIAL FEES**

### **Franchise Agreement**

#### *Initial Franchise Fee*

You must pay us an initial franchise fee of \$70,000 (the “Initial Franchise Fee”), which is due in full upon signing of the Franchise Agreement and deemed fully earned and non-refundable upon payment.

If a new System franchisee determines to purchase additional franchise territories at the same time it acquires its initial franchised territory and enters into its first franchise agreement with us, then the Initial Franchise Fee due in connection with each such additional territory (and under the governing form of additional franchise agreement) will be \$60,000 for each additional franchise territory.

If an existing System franchisee that (a) is in good standing, and (b) generated over \$1,000,000 in reported Gross Sales to the Franchisor within the previous 12 months of operation, then that existing franchisee may acquire additional franchise territories by: (i) entering into our current form of franchise agreement for each additional franchise territory; (ii) paying a reduced franchise fee amounting to 50% of the then-current Initial Franchise Fee for a new franchised business; and (iii) paying an additional software license fee of \$6,000 per additional franchise territory.

We may choose to offer a modified initial fee and/or royalty structure if warranted by the circumstances of a particular transaction. We may also offer promotional offers to candidates.

Regardless of when you acquire a given franchise and corresponding territory rights, that franchise must be governed by its own, distinct form of our then-current franchise agreement.

#### *Veteran's Discount*

We offer qualified veterans of the U.S. Armed Forces who otherwise meet all applicable requirements the right to acquire an initial franchise for a reduced Initial Franchise Fee amounting to \$60,000.

#### *First Responders Discount*

We offer those who have been designated as a First Responder, who otherwise meet all applicable requirements, the right to acquire an initial franchise for a reduced initial Franchise Fee amounting to \$60,000. A "First Responder" is someone who responds to emergencies, such as accidents or medical emergencies, and provides assistance. First Responders include: Police Officers, EMS, and Firefighters who served in these roles for at least 2 full years of full-time employment.

#### **Software License Fee**

Prior to us providing you with any initial training in connection with a given Franchise Agreement, you will be required to pay us a one-time software license fee amounting to \$6,000 (per franchise agreement), which will be deemed fully earned and non-refundable upon payment.

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**ITEM 6**  
**OTHER FEES**

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE	REMARKS
Royalty	6% of Gross Sales <sup>2</sup> generated by your Franchised Business over the preceding reporting period ("Royalty" or "Royalty Fee")	Currently, payable monthly on the 10 <sup>th</sup> of each month based on the Gross Sales generated over the preceding calendar month.	Begins upon operation of your Franchised Business.
Minimum Royalty Fee	<p>For the Third through Fifth Calendar Years (Second through Fourth Calendar if the Franchise Agreement is signed in either January or February), the amount of Minimum Royalty is \$13,500 per Household Group (HH Group)<sup>3</sup> in your Territory; for Sixth through Tenth Calendar Years (Fifth through Tenth Calendar Years if the Franchise Agreement is signed in either January or February), the amount of Minimum Royalty is \$21,000 per HH Group in your Territory<sup>4</sup> (the "Minimum Royalty Fee").</p> <p>If the Franchisee is purchasing additional franchise territories at the same time as their initial franchise territory, the performance criteria for the additional territories will be \$0 through the Third Calendar Year and will begin in the Fourth Calendar Year.</p> <p>If the Franchisee is purchasing an existing territory from another franchisee, we will determine the minimum performance criteria during the Term of the Franchise Agreement, which will generally be based on the minimum performance criteria of the selling franchisee.</p>	January 10 <sup>th</sup> of the Calendar Year immediately following the Calendar Year for which the Minimum Royalty Fee became due.	If the amount of Royalty Fee you pay in a Calendar Year is less than that year's Minimum Royalty Fee, you pay the difference. If a franchisee does not achieve the Minimum Performance Criteria, we have the right to take appropriate corrective action, including establishing a remedial business plan, assigning Franchisee into a franchise resale program, registering you in our initial, on-site, or Supplemental Training programs at Franchisee's cost and expense, or terminating the Franchise Agreement. We are entitled to debit your account as of January 10 <sup>th</sup> of the Calendar Year immediately following the Calendar Year for which the Minimum Royalty Fee became due for the corresponding unpaid amount of the Minimum Royalty Fee.
Technology Fee <sup>5</sup>	\$150 per user per month + 1% of Gross Sales	Monthly, after opening of the business.	Required technology fees are currently payable to us as the Approved Supplier.

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE	REMARKS
			<p>The software platform will need to be accessed by all users of the technology system (franchisee, service advisors, CSR, craftsman, etc.).</p> <p>Technology Fees may be revised by us upon changes to the System, provided we provide prior written notice.</p>
Software Upgrade Fees	Varies	Periodically.	You are responsible for purchasing all upgrades to the software. We do not believe any mandatory upgrade fees have been imposed for the past several years.
Software License Fee	\$200 to \$300	Annually.	Charged on a per licensed user basis.
Brand Development Fund Contributions	<p>2% of Gross Sales up to \$3,000,000 of sales.</p> <p>The BDF Contribution will be reduced to an amount equal to (i) 1.5% for annual Gross Sales between \$3,000,000 &amp; \$5,000,000, and (ii) 1% for annual Gross Sales over \$5,000,000.</p>	Payable monthly on the 10 <sup>th</sup> of each month for the preceding month.	Due to a number of different factors, including different forms of Franchise Agreements, tenure and sales, some franchisees may have a different obligation.
Call Center Fees	Currently \$350 per month. Additional charges for any minutes in excess of those included in the selected package (currently, \$0.85 per minute over 100 minutes a month).	Payable monthly on the 10 <sup>th</sup> of each month for the preceding month.	Answering inbound calls and assistance in scheduling appointments. Call Center Fees may be revised by us in our discretion, provided we give you 90 days' prior notice. Additional minutes not in your plan incur additional per minute charges.
Monthly Phone Service Fee	Varies	As Incurred.	Phone service will be provided via VOIP by our mandatory supplier, and you must pay the designated fee for such service. We believe this fee is approximately \$120. We will own the number or numbers you are permitted to use, and we reserve the right to eliminate service or redirect calls at any time upon your failure to cure any default. You may not have or use any other phone number associated with your Franchised Business without our written permission, which we have the right to grant or deny for any reason.

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE	REMARKS
Monthly Texting Platform	Then-current fee charged by third party provider.  Currently, \$55 per month, per phone line.	As Incurred	You are required to subscribe to a 3 <sup>rd</sup> party texting platform which enables each of your office phone lines to send and receive texts. Monthly fee varies depending on then-current rate charged by third party provider, and number of phone lines at your Franchised Business. Monthly fee includes a fixed number of text messages and exceeding this number on a monthly basis will incur additional costs (the current \$55 monthly fee covers 5,000 monthly texts, and the current overage charge is \$.015 per additional text).
Local Marketing (Including Local Cooperative Fees, if Applicable)	10% of Gross Sales over 1 <sup>st</sup> Year of operations, 8% of Gross Sales over each subsequent years	As Incurred.	All advertising content must be approved by us prior to use.
Interest and Late Fees on Late Payments and/or Reports	Due on all amounts owed, not to exceed 1.5% per month. Also \$100 per late report &/or payment	When late reports and/or payments submitted.	No amounts collected will exceed or violate any applicable legal restrictions.
Late Tax Returns	\$100 per day	As incurred	You must provide us with a true copy of all annual state, federal and local income tax returns, together with all accompanying schedules by September 30 <sup>th</sup> of each year, regardless of any extensions granted by any state, federal or local tax authority.
Additional Training/Meeting Attendance	Varies, has ranged from \$850 to \$1,250	Payable as incurred.	You are responsible for all travel, living, incidental and other expenses for you and your personnel attending additional training/meeting attendance, which we may require.
Transfer/Sale	Currently \$10,000	Upon transfer.	Payable when you sell your franchised business. Waived for the first transfer to your controlled business entity. You will also be required to pay additional fees to outside franchise brokers or to us if we, or our resources, find the buyer for you.
Renewal Fee	The greater of either 15% of our then-current initial franchise fee or \$10,000, or the greater of 15% of our then-current initial franchise fee or \$25,000 if you do not attend the entire Annual	Upon renewal.	Due upon the signing of your renewal franchise agreement.

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE	REMARKS
	Conference in person during each of the last three years of the term your Franchise Agreement.		
Indemnification	Amount of Claim or Judgment	When incurred.	You must indemnify us and our affiliates from liability for any claim based on or arising from your operation of the Franchised Business.
Payments Upon Early Termination	<p>Current Calendar Year's Minimum Royalty Fee plus 100% of the following two Calendar Years' Minimum Royalty Fee. If termination is prior to the end of the Third Calendar Year, you must pay the Minimum Royalty Fee for the Fourth and Fifth Calendar Years.</p> <p>You must also pay an additional 25% of the following Calendar Year's Minimum Royalty Fee if termination occurs after May 1<sup>st</sup>.</p> <p>If you have not attended all in-person Conferences in full for the prior three years preceding termination, you will owe an additional 50% of the Sixth Calendar Year's Minimum Royalty Fee.</p>	Upon termination	Payable in the event you cause the termination of the Franchise Agreement in any manner, including, without limitation, any termination arising from your uncured breach of the Franchise Agreement.
Non-Reporting Fee	\$500 for each Monthly Profit and Loss Statement and \$1,000 for each Annual Report not timely submitted	When incurred	Annual Reports are due by January 31 <sup>st</sup> of each calendar year, and Monthly Profit and Loss Statements must be prepared each month and submitted within ten (10) days of any request from us.
Inspection Expenses	Actual Expense	When incurred	If we, in our sole discretion, determine it is necessary or advisable to conduct an on-site audit of your books and records, we shall be entitled to all costs actually incurred by us or our representatives in connection with such visit, including, without limitation, the cost of airfare, hotel, food and other travel costs.
Supplier Approval/Testing Costs	Costs of Testing	When incurred.	If we incur any costs in connection with testing a particular product or evaluating a supplier at your

TYPE OF FEE <sup>1</sup>	AMOUNT	DUE DATE	REMARKS
			request, you must reimburse us our reasonable testing costs, regardless of whether we subsequently approve the product or supplier.
Annual Conference	\$500 - \$1,000 Attendance Fee per person	Upon conference registration.	Annual Conference attendance is required. If you do not attend, you will be charged \$2,500.

Notes:

1. Except as otherwise stated above, all fees are uniform, collected by and payable to us and are non-refundable. You are required to pay amounts by electronic funds transfer. We can apply any payments owed by you to any debt of yours that we choose (except for Brand Development Fund contributions), set off any amounts owed to you against any amount owed by you to us and/or specified third parties, and retain amounts received on your account for debts owed.

2. Gross Sales include all charges and/or revenues that are, or could be, received or earned by you (and/or any affiliate):

- A) by, at or in connection with your Handyman Connection® Business;
- B) relating to the kinds of goods or services available now or in the future through a Handyman Connection® Business and/or distributed in association with the Marks or the Handyman Connection® System (including all residential service work performed by you or your principals, regardless of whether it is approved by us);
- C) relating to the operation of any similar business;
- D) with respect to any co-branding activities; and
- E) all amounts, including the cost of materials, paid by your customers directly to your independent contractors.

Although we have maintained the right to collect the Royalty Fee and BDF Contributions with respect to Gross Sales derived from all purchases of materials from your Handyman Connection® Business under our form of franchise agreement for a number of years, we had not historically enforced this right until 2012. We continue to maintain this right under these franchise agreements. However, we are enforcing this right with respect to all franchisees who purchased their Handyman Connection® Business after January 1, 2012, and for all re-sales of franchises of those existing franchises who purchased their initial business prior to January 1, 2012, and who sold all or part of their business after January 1, 2014. Therefore, if you purchase a new or an existing franchise, you should understand that your Royalty Fee, Brand Development Fund Contributions, and Technology Fee will be based on Gross Sales amounts that include the materials purchased from your Handyman Connection® Business (or by a craftsman who completes work on behalf of your Handyman Connection® Business, or to whom you incur any pass through expenses for any purchases for which you are entitled to reimbursement) which will therefore be calculated differently than the Gross Sales of franchisees who purchased their franchise prior to January 1, 2012.



Gross Sales include any actual customer refunds, adjustments and credits, and any purchases or pass-throughs of any materials, but exclude sales tax collected and paid when due to the appropriate taxing authority.

3. As of the Issue Date, a Territory is typically comprised of units that we refer to as Households (“HHs”), with each grouping of 50,000 HHs is deemed to be an “HH Group.” For the purpose of calculating Minimum Royalty Fees, if a Territory contains more than 50,000 HHs, but the total number of HHs is less than a multiple of 50,000, then the number of HH Groups in such Territory will be rounded down to the nearest whole number of HH Groups.

4. If the Final Calendar Year is less than 12 months, then the amount of the Minimum Royalty Fee will be based on the number of months or portion of a month of operation in the Final Calendar Year, divided by 12.

## **ITEM 7**

### **ESTIMATED INITIAL INVESTMENT**

#### **YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee <sup>(1)</sup>	\$70,000	Lump Sum	On Signing Franchise Agreement	Handyman Connection
Travel and Living Expenses while Training <sup>(2)</sup>	\$2,075 to \$4,700	As Incurred	As Arranged	Airline, Hotels, Restaurants and Auto Rental
Real Estate (Leased) <sup>(3)</sup>	\$1,800 to \$4,800	As Arranged	Per Lease Terms	Lessor
Office Equipment <sup>(4)</sup>	\$1,100 to \$6,800	As Incurred	As Arranged	Various Vendors
Lease & Utility Deposits <sup>(5)</sup>	\$850 to \$2,100	Lump Sum	Upon Signing Lease	Landlord, Utility Company
Insurance <sup>(6)</sup>	\$2,537 to \$7,664	As Incurred	Prior to and During Operation	Insurance Company or Agency
Licenses and Permits <sup>(7)</sup>	\$215 to \$7,500	As Arranged	Prior to Opening	Government Agencies
Grand Opening Marketing, Advertising and Promotion <sup>(8)</sup>	\$21,485 to \$64,700	As Arranged	Prior to Opening and During Operations	Various Vendors
Computer Hardware and Software <sup>(9)</sup>	\$1,425 to \$9,225	As Arranged	Prior to Opening and During Operations	Various Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Proprietary Software License <sup>(10)</sup>	\$6,000 to \$12,000	Lump Sum	Prior to Initial Training	Handyman Connection per Franchise Agreement
Additional Funds - Working Capital (estimated for 3 mos.) <sup>(11)</sup>	\$3,235 to \$41,625	As Arranged	As Incurred During Operation	Various Vendors, including Handyman Connection for answering services and Staff
<b>Total<sup>(12)</sup></b>	<b>\$110,722 to \$231,114</b>			

**NOTE: Amounts are not refundable unless otherwise noted.**

(1) The Initial Franchise Fee is \$70,000 for a Territory. The initial Franchise Fee is deemed fully earned and non-refundable upon receipt. If Franchisee is purchasing additional franchise territories at the same time of their original franchise agreement, they may do so for a fee of \$60,000 for each additional territory and franchise agreement. If you are a current franchisee, in good standing, and you have generated over \$1,000,000 in reported gross sales to the Franchisor within the previous 12 months, you may purchase additional franchise territories for 50% of the then current initial franchise fee.

(2) This estimate is for lodging, meals, hotel and airfare for one person only. Transportation costs and airfare will vary depending on which state you will be traveling from.

(3) When possible, we recommend leasing rather than purchasing a space. It is difficult to estimate with any degree of accuracy the initial investment for real estate, leased or purchased, by any franchisee due to the many variables of location, size, quality of structures, and other factors. The maximum recommended size is 500 square feet. The cost per square foot will vary by market, and if the lease includes other services such as cleaning, utilities, etc. The amount stated in Item 7 represents an estimate of rent expenses for the first month's rent, and a security deposit equal to one month's rent. You may not operate out of your home.

(4) This estimate covers the cost of acquiring and installing a telephone system, conference tables and chairs, workstations, filing cabinets, a copier, and other miscellaneous office items and suppliers. Phone equipment must be purchased from our required supplier.

(5) Depending upon lease provisions and local regulations and requirements, deposits for leases and utilities vary. Lease deposits are normally a factor of annual or monthly rent.

(6) See Item 8 for more information regarding our insurance coverage requirements. The range of insurance costs listed in Item 7 assume that all insurance costs are paid pro-rata on a monthly basis, except for the Employee Dishonesty Bond which usually is paid up-front. If you choose an insurance company that requires a higher up-front fee and does not allow you to pay a pro-rata

share of an annualized amount your pre-opening expenses may be higher than the estimated range.

(7) Licensing laws and permit requirements, including fees, may vary from state to state and city to city, depending on state and local laws. You must comply with these laws. See Item 1.

(8) The Grand Opening Marketing, Advertising and Promotion costs include items such as the purchase of one vehicle wrap, the estimated initial investment for creating an online local presence, pay-per click advertising, Search Engine Optimization (SEO), signs, mailings, business cards, vehicle magnets, etc. to help launch your initial marketing. Marketing costs may vary depending on your specific location. The costs associated with the call center will vary depending on how many additional minutes you end up using the Call Center for. Currently, the franchisees on the Call Center pay approximately \$350 a month which includes 100 minutes per month which do not roll over. Additional minutes are currently billed at \$0.85 per minute. You are required to have a CSR in your office to schedule craftsman, and if you do not have a full-time Customer Service Representative (CSR) in your office answering phones, we anticipate that the 100 minutes per month will not be sufficient and that you could go over this amount greatly, and as you grow and scale the business, we anticipate that you will exceed the 100 minutes monthly. Re-sale businesses, depending on size and structure, may reasonably use more than the 100 minutes in the package. The answering service, cost structure, and amount of included minutes are subject to change. Late in 2024, we removed our Call Center and started using Virtual Assistants instead. We have been able to keep the price the same for the use of Virtual Assistants as opposed to the Call Center, and at this time we do not anticipate an increase in the monthly costs. We do continue to look to add additional services that the Virtual Assistants may provide, and if we decide to add services, it is possible that the costs will increase. We do not anticipate that there would be a material change in pricing but we do continue to look into adding additional features to this program.

(9) This amount is an estimate of the cost for the hardware and auxiliary software that includes monthly software support, and maintenance fees (after opening of the business). This estimate does not include the initial \$6,000 proprietary software fee or the ongoing Technology Fee of 1% of Gross Sales but does include the projection of between 1-3 monthly users which are charged at \$150 per user per month. The Technology Fee is used in part to support the mobile platform which we expect all of our franchisees to learn and utilize. The mobile platform requires some level of access for users, including the franchisee, CSRs, service advisors and craftsmen. The mobile platform is supported for Android and iPhone devices only. All new franchisees, whether purchasing an existing Franchised Business, a portion of a current franchisee's territory, or a new Franchised Business, are mandated to participate in the use of the mobile platform. If you do not own a smartphone compatible with the mobile platform, you will need to purchase a new phone and corresponding service in order to use the mobile platform. We continue to modify and update our technology systems, and as further enhancements and functionality are created, it is important to be aware that these changes may cause disruptions to your Franchised Business. We switched technology platforms at the end of 2023 and added an additional technology platform in 2024. These two systems are not fully integrated at this time as we continue to work on enhancements and additional features. As we continue to build on these systems, it is possible you will face disruption, many need to enter information into multiple systems during any integration process and may face additional costs for new technology. You will be required to adopt any of these changes, enhancements and functionality to your Franchised Business at the timeline of Handyman Connection's choosing.

**Breakdown of Estimated Computer Needs:**

<b>Equipment</b>	<b>Low</b>	<b>High</b>	<b>Comments</b>
PC – workstation 1-2 computers	\$0	\$4,000	At least 1 tablet laptop and either 1 Desktop or a second tablet laptop (\$0 if you already have a computer that you will use for the business)
Printer	\$0	\$300	1 Portable printer- optional
Firewall hardware/software	\$100	\$1,000	High speed broadband router
ISP connectivity	\$300	\$600	Internet Service – 3 months
Business Software	\$200	\$400	Software licensing. QuickBooks online, Microsoft Office.
Smartphone (Android or iPhone)	\$0	\$1,000	\$0 if you already have a smartphone that you will use for the business.
System set-up and configuration	\$250	\$500	
Software Support and Maintenance	\$375	\$1,125	Monthly Software License – 3 months (1-3 licenses)
AI Virtual Estimating	\$0	\$300	Monthly fee
Annual License Fee	\$200	\$300	Annual License Fee
<b>Total</b>	<b>\$1,425</b>	<b>\$9,525</b>	

(10) Proprietary Software License is the initial cost to acquire to our proprietary software which is \$6,000 per franchise agreement signed. This software is a customer/craftsman database and scheduling system with reporting modules.

(11) Additional Funds is an estimate of certain funds needed to cover your business (not personal) expenses during the first three months of operation of the Franchised Business. You will need capital to support on-going costs of your business, such as payroll, utilities, taxes, loan payments and other expenses, to the extent that revenues do not cover business costs. You may need additional funds during the first three months of initial operation or afterwards. The three-month period from beginning business covers the time by which most Handyman Connection® franchisees are fully in operation but does not necessarily mean that you will have reached "break-even," "positive cash flow," or any other financial position by that time. In addition, the estimates presented relate only to costs associated with the Franchised Business, reflect minimal employee wages, and do not cover any personal "living" expenses, unrelated business or other expenses you may have such as royalty payments, Brand Development Fund Contributions, Technology Fee payments, debt service on any loans, state sales and/or use taxes on goods and services, and a variety of other amounts not described above. Miscellaneous costs to begin operations and other financial requirements may be more or less than the figures specified above, as a function of the size of business (number of staff, anticipated volume of business, etc.) and the area in which you intend to operate and other factors, as mentioned above. Many of these factors are primarily under your control in your independent operation of the business. We have made no provision for capital or other reserve funds necessary for you to reach "break-even" or any other financial position nor do any of these estimates include any finance charges, interest or debt service obligations. You should not assume that revenues from your customers will necessarily cover your initial (or other) expenses.

(12) Total Estimated Initial Investment. All of the figures are estimates of certain initial startup expenses. The chart is not all inclusive as noted in note 9, above, and we cannot guarantee you will not have additional expenses in starting your Handyman Connection® business. The estimate does not include any finance charge, interest or debt service obligation, and we and our affiliates do not finance your initial investment, as noted in Item 10. The factors, basis and experience that we considered in formulating our estimates for your initial start-up are based on over 25 years of experience in franchising, and the assistance given to our franchisees in establishing and operating their respective franchises.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate your Franchised Business in strict conformity with our methods, standards, and specifications, which we prescribe in our confidential Handyman Connection Operations and Training Manuals, Standard Operating Procedures (“SOP”) and various other confidential manuals and writings prepared by us for your use in operating a Franchised Business (collectively the “Operations Manual”). We may periodically change our standards and specifications at our sole discretion.

#### **Approved Products, Services, and Suppliers**

You may only offer approved services and products (“Approved Services and Products”) through your Handyman Connection® Franchised Business. We will provide you with a list of the Approved Services and Products, as well as approved suppliers, after you sign the Franchise Agreement and begin training. All Approved Services and Products must meet our standards and specifications, which we will provide to you or directly to our designated or approved vendors. In order to: (i) better assure the quality of the Approved Services and Products; (ii) assure the supply or quality of the Approved Services and Products; and/or (iii) enable us, in our sole discretion to take advantage of marketplace efficiencies, we have the right to require you to purchase certain products and services, including any proprietary products and services we or our Affiliates may now or in the future create, from us, our Affiliates, or other suppliers or distributors approved or designated by us. Currently, we have designated suppliers for customized software, craftsman recruiting, clothing, vehicle wraps, phone systems, and specific marketing literature. We may change these categories at any time. You are required to purchase our proprietary software, directly from us. Other than the proprietary software, we are not the approved supplier for any other items. Other than the proprietary software, which is provided by Handyman Connection, neither we nor our officers have an ownership interest in any approved or designated suppliers.

Specification of a supplier may be conditioned on requirements relating to product or service availability, customer service (including prompt attention to complaints), our Annual Conference participation, as well as payments, contributions or other consideration to us or other parties designated by us. Our supplier requirements may be temporary and may change over time. In each case, the relationships and specifications regarding approved products, services and suppliers will be in our absolute and sole discretion. Nothing shall be construed to require us to approve any particular supplier. We have the right to receive payments from suppliers on account of their dealings with you and other franchisees and to use all amounts we receive without restriction for any purposes we deem appropriate. We shall not approve an unreasonable number of suppliers for a given item, which approval might, in our reasonable judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. We may withhold, condition, and/or revoke our approval of particular products or suppliers when we determine, in

our sole discretion, that the products or suppliers no longer meet our standards or requirements. Upon notice of revocation, you must cease purchasing the disapproved products or services from suppliers.

In the event you wish to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us the name, address, and telephone number of the proposed supplier, a description of the item you wish to purchase, and purchase price of the item, if known. We'll notify you within a reasonable time whether or not you're authorized to purchase or use the proposed item or to deal with the proposed supplier. This time period would be within 72 hours if no credit check is required as a standard practice in that particular product or services industry; otherwise, the time period is 7 days.

We may obtain HCAC input before making changes to designated equipment, products, and/or services representing an additional investment by most or all franchisees in excess of \$5,000 within the 12 months following the effective date of any changes. We will provide you with a commercially reasonable period of time in which to implement any the changes (not less than 90 days).

We have entered into purchasing arrangements with suppliers for a variety of goods and services. We may derive revenue from your purchase of certain core products and services from approved and designated suppliers, including computer hardware and software, answering services, Technology Fees, and Approved Services and Products. We may receive a rebate in the form of a fixed amount or percentage of sales. Our approved supplier of certain core products pays a variable rebate, provided that we meet certain volume requirements. One of our approved suppliers for paint pays us a rebate of 2% of total paint and sundry purchases, and one of our approved suppliers for background checks pays us \$1 per background check. In addition, we may charge franchisees more or less than they charge us to account for fluctuations in costs and services, management and administration costs.

As of our fiscal year ended December 31, 2024, we received revenue in the amount of \$67,894, which is 1.84% of our total revenue of \$3,687,720 as a result of required franchisee purchases and leases.

You must purchase Handyman Connection's proprietary software, as well as periodic upgrades to the software from Handyman Connection; you must use Handyman Connection's designated telephone answering service and purchase all phone equipment from and pay an activation fee and a monthly telephone service fee to our designated suppliers.

### **Advertising**

We must approve all advertising before first publication or use.

### **Leases and Leasehold Improvements**

You must purchase or lease an office space for your Franchised Business which meets our standards and specifications and will generally be located in your Territory. In limited circumstances, it is possible that another Franchisee may have an office in your Territory, and you have no rights against either the Franchisee nor the Franchisor. We reserve the right to approve your location and lease terms before you sign a lease for a location.

## **Computer Hardware and Software Components**

You must purchase the required computer hardware and software itemized in detail in Note 9 to the Item 7 Chart.

## **Proportions of Required Purchases**

We estimate that your required purchases will account for approximately 10% to 25% of all purchases and leases necessary to open your Franchised Business, and 5% to 10% of your ongoing cost to operate a Franchised Business. We don't condition providing benefits (such as the award of a renewal term or additional franchise) on use of designated or approved sources. However, failure to use approved items and suppliers might, like other matters, be a default under the Franchise Agreement and, in general, a franchisee in default would not be awarded a successor or additional franchise and might even be subject to termination.

## **Purchasing, Advertising or Distribution Cooperatives**

We may require that you join and make required purchases/leases through a Handyman Connection® purchasing, advertising or distribution cooperative or other entity we designate. The cooperative may adopt its own bylaws, rules, regulations and procedures, subject to our consent in our discretion. We can require each cooperative to submit monthly and annual financial statements and can require that the annual financial statements be audited, all at the expense of the cooperative. Presently, we have not established a purchasing, advertising or distribution cooperative, but we reserve the right to do so in the future. We specifically intend to establish an advertising cooperative in the future, which, if established, will require you to make contributions for shared advertising. Presently, you are not required to make purchases or leases through any purchasing cooperative or any other entity.

## **Insurance**

All coverage listed below, shall be placed with an insurance company that is reasonably acceptable to the franchisor and all franchisees insurance carriers must maintain an AM Best rating of "A" or better. The insurance company or companies shall be lawfully authorized to do business in the State or Province that have jurisdiction over Franchisee's Handyman Connection business. You must procure and maintain the types and amounts of insurance that we specify, as issued by the insurance carriers we approve, which currently includes the following:

a. Workers' Compensation insurance must be in such form and be the greater of the amounts as required by (a) the laws of the state or province that have jurisdiction over your Franchised Business, or (b) Handyman Connection's Standard Operating Procedures ("SOP"). Employer's Liability insurance shall be provided in amounts not less than:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for each bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

In addition, to the extent that applicable law allows, Handyman Connection requires that all Workers' Compensation policies contain a Waiver of Subrogation clause in favor of the Franchisee, and Trident Investment Partners, Inc., dba Handyman Connection.

b. Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits shall be not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

c. Commercial General Liability insurance covering all operations by or on behalf of Franchisee, providing insurance for bodily injury liability and property damage liability for the limits indicated below. Coverage should include premises and operations, product and completed operations and contractual liability. Limits of liability should be provided in amounts not less than:

- \$1,000,000 per occurrence
- \$2,000,000 products and completed operations aggregate
- \$2,000,000 general aggregate
- \$1,000,000 personal and advertising injury

The General Liability policy shall name Trident Investment Partners, Inc. dba Handyman Connection as additional insured utilizing ISO form CG 2029 or its equivalent. The policy shall include a waiver of the insurance carrier's right of subrogation against Trident Investment Partners, Inc. dba Handyman Connection using ISO form CG 2404 or its equivalent. In "Monopolistic States" (Ohio, North Dakota, Washington and Wyoming), Employers' liability (sometimes referred to as "Stop Gap") coverage must be purchased separately or added to the general liability Insurance.

The Franchise Owner should ensure that any subcontractors have their own insurance, listing the Franchise Owner's business as an additional insured with liability limits equal to or greater than that of the Franchise Owner.

It is expressly agreed and understood that the insurance afforded the additional insured(s) shall be primary insurance and that any other insurance carried by Trident Investment Partners, Inc. dba Handyman Connection shall be in excess of all other insurance carried by you and shall not contribute to your insurance.

d. Employee Dishonesty Insurance with a minimum limit of \$5,000 per loss, including coverage for theft against third parties.

e. Umbrella liability insurance with a limit of at least \$1,000,000 per occurrence and in the aggregate and shall apply over the general liability, automobile liability and employer's liability coverages as required above.

f. Other insurance required by the state or locality in which your Franchised Business is located and operated.

Franchisees are responsible for confirming that subcontractors maintain insurance coverage in the amounts and types provided up and that such insurance names us and our Affiliates as an additional insured.

We may require different, additional, and/or increased amounts or kinds of insurance at any time, including excess liability insurance. Each insurance policy must: (i) name us as additional named insured; (ii) contain a waiver of all subrogation rights against us, our Affiliates



and any successors and assigns; (iii) and provide 30 days' prior written notice to us of any material modifications, cancellation, or expiration of the policies.

Prior to the commencement of operations, you agree to furnish to us a Certificate of Insurance documenting that the required insurance coverage is in effect, together with a copy of all such insurance policies. All policies will be renewed annually through the Term of the Franchise Agreement, and you will cause a renewal Certificate of Insurance for each required coverage to be mailed or e-mailed to us prior to the expiration of such coverage.

Insurance coverage can vary from state to state and from city to city. Premiums are affected by experience rate, location, nature of business, business organization and many other factors. Franchisees are encouraged to check local rates and coverages. Some states may require you to pay workers' compensation premiums for the independent contractor service providers you recruit. We strongly recommend that you seek legal advice regarding local insurance requirements.

## **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	5	Items 7 and 11
b. Pre-opening purchases/leases	5, 6 and 7	Items 7 and 11
c. Site development and other pre-opening requirements	5, 6, 7	Items 7 and 11
d. Initial and ongoing training	8	Item 11
e. Opening	7	Item 11
f. Fees	3, 4, 6, 8, 9.2, 13, 14.3.5, and 18.2.6	Items 5, 6, and 7
g. Compliance with standards and policies/Operating Manual	2, 5, 6, 8, 9, 10, 13, 14, 15	Items 8 and 11
h. Trademarks and proprietary information	10, 11, 12	Items 1, 13 and 14
i. Restrictions on products/services offered	1, 2, 9.1	Items 8 and 16
j. Warranty and customer service requirements	9.10, 20.7	Item 11
k. Territorial development and sales quotas	3.3, 9.2	Items 12 and 17
l. Ongoing product/service purchases	6	Item 8
m. Maintenance, appearance and remodeling requirements	9.1, 9.9	Item 11
n. Insurance	15	Items 6, 8 and 11
o. Advertising	13	Items 6 and 11

Obligation	Section In Franchise Agreement	Disclosure Document Item
p. Indemnification	16.3	Item 13
q. Owner's participation/management, staffing	9.3, 9.5	Item 15
r. Records/reports	14	Item 6
s. Inspections/audits	9.11, 14.3	Item 6
t. Transfer	18	Items 6 and 17
u. Renewal	4.2	Items 6 and 17
v. Post-termination obligations	20	Item 17
w. Non competition covenants	12	Item 17
x. Dispute resolution	21	Item 17
y. Performance standards	9.2	Items 12 and 17
z. Personal Guaranty	22	Item 15

## **ITEM 10** **FINANCING**

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

### **Small Business Association (SBA) Loans**

In order to streamline the Small Business Association's ("SBA's") approval process for our franchisees that seek SBA financing, we will enter into the SBA's prescribed form of universal addendum.

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

**Except as listed below, Handyman Connection is not required to provide you with any assistance.**

Before you open your Franchised Business, we will:

- (1) Designate your territory. (Franchise Agreement, Section 1.2)
- (2) We will provide you with access to our proprietary and confidential Operations Manual, which we may amend periodically. (Section 8.6 of the Franchise Agreement). The Table of Contents for each Operations Manual is included as Exhibit H to this Disclosure Document. The five Operations Manuals contain a total of approximately 198 pages. The size and content of the Operations Manuals may change from time to time.
- (3) Conduct an initial training program consisting of up to 5 weeks of new franchisee training for you and up to one manager. (Franchise Agreement, Section 8).
- (4) We may train additional or replacement employees you may designate, subject to the availability of our personnel, at our corporate headquarters, or any other location we may select. Additional training will be held at our then-current tuition rate, which may vary. (Franchise Agreement, Section 8). All training related expenses for your additional personnel, including transportation to and from the training site, lodging, meals, and salaries during training, are your

sole responsibility. You may only use the training materials we provide you with to train your other employees. We will provide updated training materials as we develop them. Regardless of whether we provide such, your employees will not be considered our employees under any circumstances.

(5) We will provide you with specifications for, and designate sources of supply from which you must purchase required goods and services, including Approved Services and Products, computer hardware and software, inventory items, and other goods and supplies necessary for the start-up and ongoing operation of the Franchised Business. We may, at our sole discretion, provide you with assistance in establishing pricing.

During the operation of the Franchised Business, we will:

(1) Provide you continuing consultation and advice as we deem necessary and appropriate regarding the management and operation of the Franchised Business. We will provide ongoing assistance, in our discretion, by telephone, and intranet communication. (Franchise Agreement, Section 8.3)

(2) To assist you in operating your Franchised Business, we may, but are not required to, offer additional training programs and/or refresher courses to you, your manager, and/or your employees on a local, regional, or national level. We may require you and your employees' attendance at these programs and/or courses. You must pay for your and your employees' travel, meal, lodging, and payroll expenses while attending our additional training programs. The additional training programs and refresher courses will be at our then-current tuition for ongoing training, which varies. (Section 8 of the Franchise Agreement).

(3) Manage the system-wide advertising, publicity, market research and brand fund (the "Brand Development Fund"), to, at our sole discretion, develop, produce, and distribute national, regional and/or local advertising, create advertising materials and engage in public relations activities which promote, the services offered by System franchisees (including, among others, both consumer- and craftsmen-related items, programs and/or campaigns), and to support the brand development for consumers or craftsmen. (Franchise Agreement, Section 13.1).

(4) We may now or in the future develop additional products and services to be offered by franchisees in operating their Franchised Business, including the development and creation of private label proprietary products and services such as home repair and maintenance tools and kits, and related goods and services. You must sell all proprietary products and services we designate for use in connection with the System through your Franchised Business.

## **Training**

You and up to one additional trainee must attend and complete initial training to our satisfaction prior to opening. If you are a resale business, you are still required to attend our complete initial training at our first offering. If you are a partnership, corporation or limited liability company, the trainee must be a general partner, principal shareholder, or manager as appropriate. We do not charge a tuition fee for this mandatory initial training; however, you must pay all of your and any of your employees' costs in attending the program, including travel costs, room and board expenses, and employees' salaries. You are responsible for training all of your other employees.

Our initial training program covers all phases of operation including computer software training, sales presentation, advertising, banking and basic accounting, pricing, production management and recruiting of service providers, as detailed in the chart below. Our training is subject to change as we deem necessary, and we reserve the right to implement revisions to the subjects or amount of training hours described below at any time without providing notice.

### TRAINING PROGRAM

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training*</b>	<b>Location</b>
General Overview and Business Planning	20	8	Home office or current franchisees offices, online/virtual or in your Territory
Utilization of Operating Systems	18	8	Home office or current franchisees offices, online/virtual or in your Territory
People Selection, Recruiting and Retention	18	8	Home office or current franchisees offices, online/virtual or in your Territory
Daily Office Operations	10	6	Home office or current franchisees offices, online/virtual or in your Territory
Inventory and Production Management	8	6	Home office or current franchisees offices, online/virtual or in your Territory
Understanding and Utilizing Software	16	6	Home office or current franchisees offices, online/virtual or in your Territory
Lead Generation and Marketing Plans	13	4	Home office or current franchisees offices, online/virtual or in your Territory
Sales Training in the Field, Office, and Virtual	9	8	Home office or current franchisees offices, online/virtual or in your Territory
<b>Total</b>	<b>112</b>	<b>54</b>	

Our initial training program is supervised by Lynda Roberts, Angelique McMillan, Aja Gregory, Chris Satterfield, Praiss Baron and Brian Honeyman. Lynda was hired in the fall of 2023 as our Director of Information Technology and has over 21 years of experience in the technology industry. Angelique McMillan is our Vice President of Marketing as of August 2022 and joined

Handyman Connection in September of 2017, and has over 15 years relevant experience with various marketing and advertising companies. Aja Gregory joined us in the fall of 2022 after having worked for Valassis Marketing Solutions from 2019 to 2022 where she had experience in working with print and digital marketing solutions in the franchising industry. Chris Satterfield joined Handyman Connection in May of 2024 after spending the previous year as a Senior Vice President with Rolling Suds franchise system. Prior to that, Chris was an account manager with Love's Travel Stops. Chris is a Veteran who served in the US Army and was part of the US Rangers. Praiss Baron joined Handyman Connection in the spring of 2022 and has been in the franchising space for approximately 10 years, having worked in the legal field of franchising before transitioning over to overseeing Operations for Two Maids and Mop® in 2018, and then as the VP of Training with Premium Service Brands starting in 2021. Brian Honeyman has been our Vice President of Operations since January 1<sup>st</sup>, 2019, and has worked in franchising for over 25 years.

Training is conducted utilizing the Operations Manual, online resources, and forms prepared by us, as well as affiliates and outside vendors. Generally, we conduct the initial training program every two to three months on an as-needed basis. Failure to complete initial training to our satisfaction, including any re-sales, within the applicable time period may result in rescission of the Franchise Agreement (Franchise Agreement, Section 19.3.2) and you will still be held to all of the financial obligations of the franchise agreement, including all fees associated with the termination of the Franchise Agreement (Section 20.9). All training materials we provide you with will remain our property, and you agree not to challenge our or our Affiliates' title or rights in or to the training materials. You may not make any disclosure, duplication, or other unauthorized use of any portion of the training materials. Starting in the spring of 2020, due to the covid-19 epidemic, we switched our in-person learning to being virtual, but in 2022, we switched back to in-person training. Although we don't anticipate going back to a completely virtual training program in the future, we make no commitments as to how training may take place in the future. See below for information regarding ongoing training we may provide.

### **Typical Length of Time to Open Your Business**

We expect you to open your business a minimum of 1 week and a maximum of 6 weeks after your initial training is concluded. The typical length of time between the signing of the Franchise Agreement or the first payment of consideration for the franchise and the opening of the Franchised Business is 2 to 4 months. The actual length of this period will depend upon factors including your ability to obtain an acceptable site and a lease for that site, acceptable financing arrangements, training schedules, delivery schedules for inventory and equipment and other factors including the time necessary to obtain zoning permits, licenses, and variances. You must open your business within 120 days of signing the Franchise Agreement. Failure to do so can result in termination of the Franchise Agreement (Franchise Agreement, Section 7).

### **Technology System**

You must purchase, use, maintain and update at your expense the software and hardware computer systems meeting our specifications, as we may modify them. You must use proprietary Handyman Connection® Software in your Franchised Business and sign a license agreement for its use. You are required to purchase Handyman Connection's proprietary software at an initial cost of \$6,000 per franchise agreement you execute. The software is a customer/craftsman database and scheduling system with reporting modules. We switched operating systems in 2023, and we are in the process of continued additions and refinements to the operating and

reporting system including the build-out of additional reporting and functionality. As we continue to invest in technology, you must implement and utilize all the changes and additions to the technology system as we update you of such changes and additions. As we continue to develop this software, it is important to understand that there may be disruptions to your Franchised Business as these implementations are made. In addition, it is important to understand that the technology may not always work, and is subject to periodic outages, connectivity issues, and disruption due to software upgrades from different vendors that may occur periodically that may not be compatible to our current operating system. We are not responsible in any manner for such issues or disruption.

To use our software, you will need to have a license that will require initial and annual fees. Your initial license is \$6,000 and you will be charged an access fee on an annual basis which may change (the current fee is \$200 annually); additional licenses for your employees and craftsmen may have to be purchased. You are required to pay an annual software renewal fee to us. You are also required to pay a monthly software support and maintenance fee per Licensed technology user, and a monthly technology fee in the amount of 1% of Gross Sales. The current technology monthly fee is \$150 per user. This fee is expected to change in the future. All upgrades and maintenance of proprietary software will be provided by the vendor at your expense. The Franchise Agreement provides that you may be required by us to upgrade or update any hardware component or software program during the term of the franchise, at your expense. The total cost of computer needs, including Proprietary software license fee, is between \$1,425 and \$9,225 as stated in Item 7 of this FDD (which does not include the additional initial \$6,000 proprietary software license fee per Franchise Agreement, as stated in Item 7 of this FDD). Currently, we require that you obtain a Microsoft Windows operating system with at least Windows 11 Professional or the then current Microsoft Windows operating system version. You will also need at least one computer to be a tablet laptop/notebook computer, which is a tablet pc with a touch screen. In addition, you are required to have and use a smartphone that is compatible with our mobile platform. There are no contractual limitations on our right to access the information and data you collect electronically, including any information used on outside technology platforms that are related to your operation of the Franchised Business.

You must pay a fee for the ongoing maintenance and/or support of the software. (See Item 6). We require that you maintain your systems on-line to allow us access to system data and information. You, and any other users of the software system, must comply with our then-current Terms of Use and Privacy Policies and any other requirements regarding all computer and other systems, including Internet/Intranet usage. You are responsible for all charges by our designated supplier or and/or licensor charges for use, maintenance, support and/or updates of and to the required systems.

You must obtain and maintain at your sole expense accounting, sales, reporting and records retention systems conforming to any requirements we prescribe including any electronic systems with online access for us. These systems may include computer and accounting systems, and software programs, and may have components available only from us, or an approved or designated supplier. We reserve the right to use, as we think appropriate, and to have full access to, all accounting, marketing, computer and any other systems, and the information and data they contain. We may charge a reasonable fee for the license, modification, maintenance or support of software or any other goods and/or services that we furnish to you in connection with any of the systems. We disclose our current fees in Item 6 of this Disclosure Document.

We may seek HCAC input before making changes to designated equipment, products, and/or services that represent an additional investment by most or all franchisees in excess of \$5,000 within the 12 months following the effective date of any changes we establish. We will provide you with a commercially reasonable period in which to implement any such changes (not less than 90 days).

Handyman Connection® will provide the Handyman Connection® proprietary software, and may provide periodic updates, improvements, and revisions to this software (as we deem appropriate) at an estimated annual cost to you of approximately \$500 to \$1,000, each of which you must promptly implement. You may install other software on your computer other than what we or the third-party vendors supply you with but any software programs that are used in connection with the operation of our Franchised Business are subject to our approval rights as described in Item 8 of this Disclosure Document, and we will obtain access and ownership rights to all data stored on such programs.

In the past, we required franchisees to purchase, for themselves and their employees, a third-party estimating software program. Currently, we do not require this, but may choose to require this purchase by you in the future. The most recent price we had for this from our approved vendor was \$600 for an initial software estimating package which allowed you to calculate 200 estimates. We are currently reviewing a third party virtual estimating software that may cost you an additional \$100 - \$150 per month. We reserve the right to change the required third-party software in the future at our sole discretion, which may affect the cost to acquire and/or use the required software.

The computers will be used in the day-to-day operation of the business as well as operating the proprietary software. In the future, we may require you to purchase additional or alternative proprietary software, which has no compatible equivalent that we have approved. It may be by third party vendors which we may designate from time to time.

You must also subscribe to and use a 3<sup>rd</sup> party texting platform that will allow for texting to be used over any land-line office phones, as well as provide additional, in-depth reporting. The fee is currently \$55 a month per enabled phone line but is subject to change with 30 days' notice. Most of our franchises only have one phone line per office location.

### **Site Selection**

We don't select the site for your Franchised Business, but we reserve the right to approve the site and your lease. When approving a site, we use general business considerations but we do not use any specific criteria in our site approval process. As stated in Item 7, we recommend that you lease a site no larger than 500 square feet. You must secure real estate within the Territory, by purchase or lease, for the operation of the Franchised Business within 90 days from the execution of the Franchise Agreement. If you do not obtain a site within the 90-day time period, you will be in default under the Franchise Agreement.

You select the site for your office that complies with the Franchise Agreement. You must maintain adequate office space and telephone lines for your Franchised Business (Franchise Agreement Section 5). All matters related to the site selection, development, etc. are your sole responsibility.

## **Marketing**

As stated above, we have created a Brand Development Fund (“BDF”) to develop, produce, and distribute national, regional and/or local advertising, to create advertising materials and engage in public relations activities that promote the services offered by System franchisees, and to otherwise build the Handyman Connection® brand as we determine. Not all franchisees will contribute to the BDF at the same rate. Contributions to the BDF may be used to pay for any of the BDF’s direct program cost and/or overhead expenses related to the administration of the BDF, including reasonable salaries, accounting and administrative costs incurred by us. Contributions may also be used and disbursed by us for national, regional, and/or local advertising, brand development, public relations or public relations firms, for tests and pilot programs, customer support administration, technology research and development related to the brand, consumers or craftsman, promotional events and materials, market research costs, creative and production costs, as well as to pay us for any advertising and/or promotional materials produced by us related to marketing, advertising, brand development, data analysis, research, or anything related to the consumer or craftsman. We may also use the BDF to satisfy any and all costs of maintaining, administering, directing, preparing, producing, placing and distributing advertising, marketing, or brand development including both consumer and craftsman related advertising, videography, obtaining customer and craftsman satisfaction information including the design and execution of net promoter scores, texting platforms, as well as to cover the costs of a national call center, virtual and artificial agents, and mystery shopping. We will select the types of media used and the location of the advertising and any public relations campaigns administered through the BDF. We may use print, radio, television, telephone, telephone directories, Internet, mobile and direct mail and any other form of advertising medium that is appropriate for the use intended. The media coverage may be national, regional or local in scope. We coordinate the advertising through in-house specialists and outside agencies. (Franchise Agreement, Section 13.1).

We have no intention to use the BDF for franchise development or for items primarily related to franchise marketing; general corporate research unrelated to marketing activities that we are authorized to perform under the Franchise Agreement; or franchise support and field services performed by us. However, the Handyman Connection Advisory Council (HCAC) has agreed to permit marketing personnel whose salary is covered by the BDF to provide training and support to our franchise development team, and in exchange, we make a financial contribution (in an amount approved by the HCAC) to the BDF to offset the time spent by this individual for franchise development activities. No amounts were directly used to solicit new franchise sales.

We will account for the BDF separately. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the BDF in that year, and the BDF may borrow from us or other lenders to cover deficits of the BDF or cause the BDF to invest any surplus. We retain the right to defer, waive and/or compromise claims for current/future contributions to, and/or claims against or with respect to, the BDF and fund the same with the BDF. We may also merge the BDF with any marketing fund otherwise established for Handyman Connection® Businesses, so long as the restrictions of the relevant Franchise Agreement(s) continue to apply to contributions made by Franchisees under the arrangements. (Franchise Agreement, Section 13.1). We retain the right to incorporate the BDF or operate it through an entity separate from us, which is subject to all rights and duties of ours relating to the BDF. We do not have to spend a specific amount on advertising in your Territory.



We shall prepare a summary statement of operations of the Fund annually and make the statement available to you upon written request. There is no requirement that the Fund be audited. We are entitled to receive payment for salaries, administrative costs and overhead in connection with the services we provide to the BDF. Any funds not spent in any particular year are kept in the Fund for use in subsequent years.

Handyman Connection has a franchise advisory council (HCAC) that may be asked to provide recommendations regarding key initiatives. The council is comprised of franchisees. The members of the council are selected by Handyman Connection franchisees at the annual conference. The HCAC serves in an advisory capacity; it has no decision-making power over what advertising, marketing or brand development Handyman Connection will use in the campaigns administered through the BDF. In addition to the HCAC, we may set up additional marketing committees to provide us with feedback on marketing or branding initiatives. Any Marketing or Brand committee only serves in an advisory capacity and has no formal decision making authority. While the Franchise Agreement does not explicitly reserve this right, we have the power to change or dissolve the HCAC as well as any Marketing or Brand committees.

You understand that some Handyman Connection® franchisees have BDF obligations that are different and more favorable than yours. We have in the past extended offers to non-BDF participants to amend their existing agreements to allow them to participate in the BDF at a lesser contribution percentage for established time periods to encourage their participation, and may do so in the future, for any reason, at our sole discretion.

We may provide advertising creative concepts and other content and/or materials to marketing funds for Handyman Connection Business franchisees and/or to franchisees located outside of the United States provided that such fund/franchisees will be required to bear a reasonable portion of the costs for such items (and or reimburse the BDF for such amount) as determined by us.

Neither we, the HCAC, nor any Affiliate will be liable for any act or omission in connection with the BDF. None of the relationships with you in connection with the BDF is in the nature of a “trust,” “fiduciary” or similar special arrangement.

We may deny access to any and all programs and/or materials created by, and benefits of, the BDF to you and to any franchisees who are in default in any obligations to the BDF, do not meet minimum quality service standards (such as a minimum Net Promoter Score), and/or are otherwise in default under the Franchise Agreement.

You must participate in all BDF programs. You will fully honor all coupons, price reduction and other promotions/programs as we direct.

For the fiscal year ending December 31, 2024, the BDF funds were spent as follows:

Production (Research and Development)	20%
Media and Promotion	42%
Administration and Other Expenses	38%

### **Local Advertising Requirement(s)**

In addition to contributions to the BDF, if you have less than \$1,000,000 in annual Gross Sales, you must spend at least 8% of the Gross Sales of your Franchised Business on local marketing in your Territory, either by way of direct promotion or participation in a local or regional advertising cooperative with other System franchisees; provided, however, that for the first year of operation, you must spend at least 10% of the Gross Sales of the Franchised Business on local advertising in your Territory. If you are generating between \$1,000,000 and \$3,000,000 in annual Gross Sales, you must spend at least 7% of the Gross Sales of the Franchised Business on local advertising in your Territory. If you are generating more than \$3,000,000 in annual Gross Sales, you must spend at least 5% of the Gross Sales of the Franchised Business on local advertising in your Territory. The purchase of your required vehicle wrap is not included in the 10% local advertising requirement in your first year. We have the right, in our discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to your Franchised Business. (Section 13.3 of the Franchise Agreement). Any contributions you must make to a Cooperative will be credited towards your local advertising requirement. You may spend any additional sums you wish on local advertising. You must spend the Local Advertisement Requirement as we prescribe in the Operations Manual or otherwise in writing.

We have the right to require that you submit quarterly reports detailing the amounts you have spent on local advertising. We may require similar reports at other times. If you do not spend the required amounts on local advertising, we may, in its sole discretion, require you to make an additional contribution to the BDF to make up the difference between what you were required to spend on local advertising and what you, in fact, spent on local advertising for that year. (Section 13.2.2 of the Franchise Agreement).

You may only use the advertising, marketing and promotional materials created for and provided to the system to support you in your business. If it is necessary for you to produce your own materials locally, you may do so only if you have submitted them to us for approval at least 15 business days before their use. We will inform you in writing of our approval or disapproval of your proposed materials within 10 business days of submission. (Section 13.4 of the Franchise Agreement).

In addition to making contributions to the BDF, you agree, at your own cost and expense, to market, advertise and promote the Franchised Business in the Territory, and will: (a) actively market your business locally including, without limitation, marketing and advertising on different internet portals, local and national internet directories that service your local market. These listings must conform with our specifications, and if directed by us, you agree to participate in a pro-rata share of advertisements or local listings by a group of local franchisees; and (b) have at least one wrapped vehicle displaying our logo(s), website and phone number.

You must market, advertise and promote the Franchised Business in the Territory only in a manner that will reflect favourably on us, the Franchised Business, the services and products offered by you, and the good name, goodwill, and reputation of the System and Proprietary Marks. You must not use any advertising or other marketing or promotional materials furnished by Franchisor or any other materials containing any of the Proprietary Marks for any purpose other than to market and promote the Franchised Business. Your advertising or marketing materials must be in good taste, conform to brand standards and requirements, ethical and legal standards, and may include both consumer and craftsperson-related materials and campaigns. We require

you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including digital, to us for our review and approval before use. You will not use any materials or programs disapproved by us at any time and will use all materials and programs designated by us as mandatory. We can require you to include a brief statement regarding the availability of Handyman Connection® franchises in advertising used by. We may establish standards and requirements for advertising, which you must follow. All use of the Internet or other electronic media by you in connection with your Handyman Connection® Business will be as we specify.

## **ITEM 12** **TERRITORY**

You will operate your Handyman Connection® Franchised Business from a single location within a territory approved by us and designated in Schedule A to the Franchise Agreement (the "Territory"). The Territory presently being offered is created using information we have purchased from the United States Postal Service ('USPS') under the headline of 'housing count'. We refer to this 'housing count' headline as Households ("HHs") throughout this Disclosure Document and the Franchise Agreement

The Territory generally ranges from approximately 75,000 to 100,000 HHs, but the size of the territory being offered to you may be smaller or larger. We maintain the right to change or alter our definition, measurement and criteria for future agreements, and maintain the right to update our definitions and counts based on new information. There are several factors that might affect the number of HHs in a Territory, including the number of households in an area, which further depends on external factors such as Territory location and geography; whether the Territory was previously owned or serviced by any former or current franchisee; and a franchisee's experience. Housing counts are derived from third party independent sources and provided to us by the USPS, and we do not authenticate or validate this data.

You may advertise, offer and perform Residential Services outside of your Territory so long as: (i) the offering and performing of Residential Services is not within the territory of another Handyman Connection franchised business that has been granted territorial exclusivity; (ii) the services are within the definition of Residential Services as defined by the Franchise Agreement; and (iii) you are in substantial compliance with the Franchise Agreement determined by us in our sole discretion. If you advertise and perform any Residential Services outside of your Territory, you understand that you do not have any future rights to provide services to these customers. If we sell or otherwise assign these zip codes located outside of your Territory to another franchisee, any marketing to those customers must immediately cease, and any rights to service those customers will immediately cease, and the rights to service those customers will move to the franchisee who has been awarded the designated zip codes. We also reserve the right to revise or reassign your right to service any zip codes outside of your Territory at any time for any reason.

So long as you are in substantial compliance with the terms of the Franchise Agreement as determined by us in our sole discretion, you will have the right to receive and service the new, residential leads located in your Territory received through our lead generation internet platform or our centralized 1-800 phone number.

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.

## **Reservation of Rights and Alternative Channels of Distribution**

Under the Franchise Agreement, provided you are in good standing and compliance with the Franchise Agreement, we are restricted from selling leads for residential work in your Territory. We and our affiliates retain the right to: (i) own and operate and license to others the right to own and operate similar businesses under different names inside of your Territory under different marks; (ii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of goods or services through wholesale and retail stores, via the Internet, and via direct marketing through telephone, television, or radio within or outside of your Territory; (iii) develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using the Handyman Connection System and/or the Proprietary Marks, and award franchises under other concepts for locations that may be within your Territory; (iv) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units that may be located within your Territory (these transactions may include arrangements involving competing outlets and brand conversions to or from the Handyman Connection Marks and System); and (v) engage in any other activities in your Territory not expressly prohibited by the Franchise Agreement.

We reserve the right, among others, as to any service arrangements relating to our sale of products and services through alternative channels of distribution and our reserved rights. The Franchise Agreement grants you no right to: (i) to distribute products and services through our reserved rights or through alternative channels of distribution; or (ii) to share in any of the proceeds from our activities through alternate channels of distribution.

## **Minimum Performance Criteria**

Your right to receive and service the new, residential leads located in your Territory is dependent upon achieving the Minimum Performance Criteria and paying the annual Minimum Royalty Fee.

For the Third through the Fifth Calendar Years, you must achieve a minimum of \$225,000 in Gross Sales for each HH Group in your Territory (50,000 HHs is one “HH Group”), and for the Sixth through Tenth Calendar Years, you must achieve a minimum of \$350,000 in Gross Sales for each HH Group in your Territory. If the Franchise Agreement is signed in January or February, the Performance Criteria will start in the Second Calendar Year and move up in the Fifth Calendar Year. For the purpose of calculating the Minimum Royalty Fees associated with Minimum Performance Criteria, if your Territory contains more than 50,000 HHs, but less than a multiple of 50,000, then the number of HH Groups in that Territory will be rounded down to the nearest whole number of HH Groups. If Franchisee is purchasing additional franchise territories at the same time as their initial franchise territory, the performance criteria for the additional territories are zero through the Third Calendar Year and will start in the Fourth Calendar Year.

<b>CALENDAR YEAR</b>	<b>Minimum Performance Criteria amounts for Gross Sales</b>
3 <sup>rd</sup> – 5 <sup>th</sup>	\$225,000 for each HH Group in your Territory
6 <sup>th</sup> – 10 <sup>th</sup>	\$350,000 for each HH Group in your Territory

Calendar Years are determined as follows: (a) the “First Calendar Year” is that portion of the year ending on December 31st of the same year as the Effective Date of your Franchise Agreement; (b) the “Second Calendar Year” is the first full year following the First Calendar Year; (c) the “Third Calendar Year” shall be the second full year following the First Calendar Year; and, (d) the “Fourth Calendar Year” through “Tenth Calendar Year” shall be determined in the same manner as listed in subparagraphs (b) and (c) above, except increasing by one for each full year following the First Calendar Year. The “Final Calendar Year” refers to the final year of the term of your Franchise Agreement. If the Final Calendar Year is less than 12 months, then the amount of the Minimum Royalty Fee will be based on the number of months or portion of a month of operation in the Final Calendar Year, divided by 12.

If you are purchasing a Territory from an existing franchisee, we will determine your Minimum Performance Criteria and Minimum Royalty Fees in our sole discretion, and we will generally base this on Minimum Performance Criteria and Minimum Royalty Fees of the existing franchisee at the time you acquire the Territory. Starting in 2025, we moved our royalty rate to 6% (for 5%) and our BDF to 2% (from 3%). There are franchisees who will have different Royalty and BDF rates than you do.

We may also implement additional Minimum Performance Criteria in the future with respect to market penetration, market presence or customer satisfaction levels (which are currently measured by the Net Promoter Score (NPS)).

Under the terms of the Franchise Agreement, you must make up any deficiency in your Minimum Performance Criteria for any given year by paying us the difference between the Royalty payment actually received and the Royalty payment we would have received had you met the Minimum Performance Criteria. The Minimum Performance Criteria is per franchise agreement and may not be aggregated with any other franchise agreements signed. In addition to collecting this Minimum Royalty Fee, if you do not achieve the Minimum Performance Criteria (including Minimum Performance Criteria established in the future as described in the previous paragraph), we have the right to take appropriate corrective action, which may include establishing a remedial business plan, assigning you into a franchise resale program, registering you in additional training programs at your cost and expense, reducing and/or removing any exclusivity you may have in your Territory, reducing and/or removing zip codes from your Territory, rescinding your rights to receive and service residential leads, or terminating the Franchise Agreement.

### **Certificate Programs and National Accounts**

We reserve the right to establish one or more “Certificate Programs” through which franchisees may be authorized to offer, sell, and perform maintenance, installation, and repair services, not specifically identified as Residential Services (“Certificate Program Services”). In order to provide such services, you must meet the eligibility requirements of the individual Certificate Programs, which may include signing Handyman Connection’s Certificate Program Services Addendum, the payment of an initial program fee, the payment of enhanced royalty fees, the purchase of increased insurance coverage, the satisfactory completion of supplemental training, and other requirements as we determine necessary and appropriate, at our discretion.

You may not enter into contracts to perform such services with third parties or other system franchisees without our written permission. We, our Affiliates, other Handyman Connection franchisees, or third party designees may perform services under such contracts within the Territory. You disclaim any compensation or consideration for work performed by others in the

Territory under any Certificate Program. We have not currently established any Certificate Programs.

We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide services (as defined below) to any entity that owns or otherwise has responsibility for a building or common services in more than one location whose business is not confined to one franchisee's territory, regardless of the contract amount of the services to be performed (a "National Account"). We have not currently established any National Accounts. We or any party we may designate shall have the right to perform the services for the National Account within your Territory.

### **Residential Services**


The grant of a franchise is for the right to provide Residential Services only. Until completion of your Second Calendar Year, the cost of Residential Services cannot exceed \$15,000 per project or \$30,000 in the aggregate without our prior approval. Residential Services are limited to one, two, or three owner-occupied dwellings. Franchisees may not offer services unrelated to home repair such as lawn care, roofing, cleaning, power washing or HVAC without our express written consent, and our consent may be subject to requiring you to pay Royalty Fees and BDF contributions with respect to revenue generated by these activities. Subject to your compliance with the terms of the Certificate Programs and National Accounts listed immediately above, and subject to you being in full compliance with the Franchise Agreement, you may perform commercial work in your Territory but you agree and acknowledge that you do not own the exclusive rights to perform such commercial work in your Territory. If you wish to offer services other than Residential Services, you must obtain our prior written approval, which we may grant at our sole discretion. We may condition our approval on your completion of a Certification Program, if any, and the payment of any licensing fee associated with providing additional services.


### **Relocation**

You may relocate the Franchised Business only with our prior written approval, which we will not unreasonably withhold provided that the proposed new location meets our then-current criteria for a Franchised Business.

## **ITEM 13 TRADEMARKS**

You will have the limited right to use the Proprietary Marks we designate to operate your Franchised Business. We or our predecessors have registered the following trademarks on the Principal Register of the U. S. Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HANDYMAN CONNECTION	1838843	June 7, 1994
 <b>Handyman</b> CONNECTION	2935897	March 29, 2005

GET THE THINGS YOU WANT DONE...DONE!	3076591	April 4, 2006
ALL WORK GUARANTEED IN WRITING	3076595	April 4, 2006
		
DONE RIGHT. DONE QUICK. GUARANTEED!	3103780	June 13, 2006
ONE CALL GETS THE THINGS YOU WANT DONE...DONE	3103781	June 13, 2006
ONE CALL. ONE CONNECTION.	4576032	July 29, 2014
HANDYMAN CONNECTION	4579758	August 5, 2014
HANDYMAN CONNECTION UNIVERSITY	4597239	September 2, 2014
HCU	4597240	September 2, 2014
H (house logo no circle)	4856714	November 17, 2015
		
H (house logo within circle)	4759373	June 23, 2015
		
HANDYMAN CONNECTION	4755969	June 16, 2015
<b>Handyman</b> CONNECTION		

## Canadian Trademarks

We, or our predecessors have registered the following trademarks with the Canadian Intellectual Property Office:

Mark	Registration No.	Registration Date
HANDYMAN CONNECTION	TMA459565	June 14, 1996
HANDYMAN CONNECTION (house logo)	TMA640755	May 30, 2005



THP TOTAL HOME PROTECTION	TMA598564	January 6, 2004
House Logo (no circle)	TMA952035	October 13, 2016



House Logo (within circle)	TMA939522	June 2, 2016
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HANDYMAN CONNECTION	TMA931369	March 11, 2016
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We, our predecessors or others from whom we derived our rights have filed all required affidavits of use in connection with the applications for trademark registration. All marks have been renewed. There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Proprietary Marks.

Handyman Connection (through its predecessor, Neubel, Inc) is subject to an agreement with Handyman Lumber Company, Inc. of unspecified duration. This agreement restricts Handyman Connection from using the name “Handyman Connection,” or any other name utilizing the word or mark “Handyman,” in 12 counties (and a portion of one other), the “Restricted Territory,” in Ohio. In addition, Handyman Connection cannot use the word or mark “Handyman” in any area for retail store services or for any services rendered or arranged to be rendered by a retail store. As part of the Agreement, Handyman Lumber Company, Inc. agreed to make no use



of the name “Handyman Connection” as a service mark, trademark or trade name and agreed to not take any action to restrict the use by Handyman’s predecessor of “Handyman Connection” for home repair services in any area outside the Restricted Territory.

Nothing in the agreement prohibits Handyman from using the name “Handyman Connection” for services outside the Restricted Territory in advertising and marketing media that originate outside the Restricted Territory and are targeted to potential customers outside the Restricted Territory. The agreement is binding on and benefits the parties’ successors (and the assignees of substantially all the assets used in the businesses concerned) and makes no provision for cancellation or modification, any cancellation or modification normally requiring the agreement of both parties. There are no other agreements currently in effect which significantly limit the rights of Handyman Connection, to use or license the use of its trademarks, service marks, logotypes or commercial symbols in any matter material to the franchise.

If it becomes advisable at any time, for you to modify or discontinue the use of any of the Marks or use one or more additional or substitute trademarks or service marks, you will promptly comply (at your sole expense) with our directions to modify or otherwise discontinue the use of such Marks, or use one or more additional or substitute trademarks or service marks, including replacement of all signage, etc.

We have no contractual obligation to protect your use of the Marks or defend you against claims of infringement or unfair competition. You must promptly notify us of any suspected unauthorized use of the Marks. We are not obligated to take affirmative action once we are notified, but if we do we reserve the right to control the defense of all infringement claims and litigation, and we will determine whether or not to file a suit or other action against a potential infringer. We are not obligated to indemnify or participate in the defense of any action against you involving the Marks.

Outside of those stated above, there are no infringing uses actually known to Handyman Connection that could materially affect your use of such trademarks, service marks, trade names, logotypes or other commercial symbols in this state or any other state in which the franchise business is to be located.

#### **ITEM 14**

#### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents or copyrights (other than common law copyrights with respect to the Manuals) are material to the franchise. There are no current determinations, proceedings or litigation involving any of our copyrighted materials, or agreements limiting the use of any patents or copyrights.

During the term of the Franchise Agreement you will receive proprietary information that we consider trade secret and confidential information. You may not, during the Term of the Franchise Agreement or after its termination or expiration, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any confidential information, including the names of other franchisees, mailing lists, customer data, trade secrets, the Operations Manual, the SOP, information about any technology used in the operation of the Franchised Business, any Handyman Connection training materials, or know-how made known to you by virtue of your operation of the Franchised Business (“Confidential

Information"). Confidential Information includes any media that contains customer names and addresses, as well as prices charged to customers and credit extended to customers. You must require your manager and any personnel having access to any of our Confidential Information to sign an agreement stating that they will maintain the confidentiality of information they receive in connection with their employment and restricting their right to work for a competitor while they are employed by you. Your agreement, which will be in a form that we prescribe, will identify us as a third party beneficiary to the agreement and will give us independent enforcement rights.

The Franchise Agreement provides that if you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of Franchised Businesses, you shall promptly notify us and provide us with all necessary related information, without compensation. Any new concept, process or improvement shall become our sole property and we shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related to any new concepts. In the alternative, you and your principals shall grant to us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement if the use or sublicense would, absent the relevant agreements, directly or indirectly infringe on your rights to the new concepts.

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

Your Handyman Connection® Business must be personally managed on a full-time basis by a person who has successfully completed our mandatory training program and who meets our then-current standards. Unless you are given express written consent to the contrary, the individual signing the Franchise Agreement (or if a business entity, at least one of the individuals that sign the personal guaranty), must devote their full-time, maximum efforts to the Franchised Business. If you are an individual, you will be the manager of the Franchised Business unless we approve a different manager in writing, and that manager must attend our full online and in-person training.

We have the right to deal with the manager regarding routine operations and reporting requirements. The manager is responsible for the day-to-day operations of the business and will devote at least 40 hours per week to the supervision and conduct of the Handyman Connection Business. You will ensure that our records for your Handyman Connection® Business managers/supervisors are kept current and promptly advise us in writing of any changes. Your manager must sign a non-disclosure, non-competition agreement with provisions substantially similar to those contained in the Franchise Agreement, if the manager is not a party to this agreement. We do not require that your manager hold an equity interest in the franchise.

You are responsible for the hiring and management of your Handyman Connection® Business employees, for the terms of their employment, for ensuring their compliance with any training or other employment-related requirements established by us, and for complying with all applicable employment laws and regulations. You must maintain a competently trained staff and take steps necessary to ensure that good customer relations are preserved and maintain a dress code and the training standards established by us. You will not hold yourself out as our or our affiliate's agent, legal representative, partner, subsidiary, joint venturer or employee and you will indemnify us for any liability arising from any of your labor or employment law violations.

You, your owners/shareholders/partners/members/managers and the spouse of you, if you are an individual or a sole proprietor, and of each owner/shareholder/partner/member/manager (as applicable) must sign a Personal Guaranty attached as Exhibit C to the Franchise Agreement.

Pursuant to the signing of the Franchise Agreement or Personal Guaranty, you and the other principal owners of your Handyman Connection® Business, must enter into a covenant not to engage in a competing business and/or use/disclose our confidential business information during the term of the Franchise Agreement or their employment with you, whichever is applicable, and for a period of 3 years following termination of the Franchise Agreement or employment.

Each of your employees, craftspeople, service providers, agents, principals and affiliates must sign a confidentiality agreement containing substantially the same protections as provided in the form agreement contained in the Manuals (although you are responsible for ensuring its adequacy and enforceability under local law). Our approval of a manager other than you is conditioned upon the manager's entering into a confidentiality and restriction of like business agreement containing covenants like those contained in the Franchise Agreement against engaging in competing businesses and use/disclosure of our confidential business information during the term of the employment with you and for a period of 3 years following. You will provide us copies of these upon request.

In order to maintain the goodwill of the system, you agree to provide response to any customer or craftsman inquiry within one business day, and agree to make your best efforts to resolve any and all outstanding customer or craftsman issues within seven days of the initial customer or craftsman inquiry, even when such response may necessitate the re-performing of a task, or issuing a refund of monies received.

## **ITEM 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

Your Handyman Connection® Business will provide small and medium size home repair and light remodeling services. You are prohibited from providing products and/or services we designate, including lead abatement, roofing, HVAC, and work that requires certain permits or licenses, unless you receive specific, written permission from the President of Handyman Connection. You must promptly obtain all required licenses, permits or otherwise. There are no limits on our right to periodically change required and/or authorized services and service categories, and we may do so at our discretion. We reserve the right to add additional products and services at any time.

You must offer and sell all of the services that we require and only the services that we authorize for the System. You will not offer to sell or provide at or through your Franchised Business any merchandise, products or services that have not approved in writing, or use the premises for any other purpose other than the operation of the Franchised Business. We may impose scope and dollar limits on the types of services that you may provide. By way of illustration, you may not be authorized to perform major remodeling services that are estimated to be over a certain dollar amount established by us. Currently, as stated in Item 1, unless otherwise approved by Handyman Connection, until you complete the Second Calendar Year, jobs cannot exceed \$15,000 per project, or \$30,000 in the aggregate. You will not engage in any other business or activity that may conflict with your obligations under the Franchise Agreement

or reduce the Gross Sales of your Handyman Connection® Business. Handyman Connection will not restrict you from soliciting any customers within your Territory if you meet your Performance Criteria and are in full compliance with the Franchise Agreement. (See Item 12).

## 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	4.1	10 years.
b. Renewal or Extension of the Term	4.2	You have the right to renew the franchise for one renewal additional 10-year term provided certain conditions are met unless we provide you 90 days' advance written notice of our intent to not renew.
c. Requirements for renewal or extension of Franchise Agreement	4.2	You timely notify us in writing of your intention to renew; you have the right to operate your Franchised Business at the approved location for the duration of the renewal term or have secured an approved substitute location; you have satisfactorily completed no later than 90 days before the expiration of the then-current term, all necessary maintenance, refurbishing, renovating, updating and remodeling of the Franchised Business premises to bring the premises and all equipment into full compliance with our then-current System standards and specifications; you are not in breach of any provision of the Franchise Agreement, or any other agreement between you and us, our Affiliates, and/or our major suppliers and vendors, and you have substantially complied with all agreements during their respective terms; you have satisfied all monetary obligations you owe us, our Affiliates, and/or our major suppliers and vendors; you sign our then-current form of franchise agreement, which may contain materially different key terms and conditions from your original franchise agreement, including performance criteria; you satisfy our then-current training requirements; you pay a renewal fee equaling the greater of either 15% of our then-current initial franchise fee, or \$10,000, but this

Provision	Section in franchise or other agreement	Summary
		fee will be \$25,000 if you fail to attend the in-person Annual Conference in its entirety each of the last three years of your franchise agreement; you sign a general release; you complete and pass a background check; and you meet your minimum performance criteria and customer satisfaction ratings.
d. Termination by franchisee	No Provision.	You do not have the contractual right to terminate the Franchise Agreement. You may terminate under any grounds permitted by state law.
e. Termination by franchisor without cause	No Provision.	Not Applicable.
f. Termination by franchisor with cause	19	We have the right to terminate the Franchise Agreement with cause.
g. "Cause" defined -curable defaults	19.3	We have the right to terminate the Franchise Agreement after providing you a 10-day cure period if: (i) you fail to pay any monies you owe us or our Affiliates; (ii) you fail to submit reports within 10 days of the due date, and fail to submit an annual unaudited profit and loss statement by January 31st; (iii) you fail to maintain the prescribed hours of operation for the Franchised Business; (iv) you fail to maintain proper permits, insurance, licenses, or certificates related to your operation of a Franchised Business; (v) you fail to submit timely reports twice within any 12 month period; (vi) fail to maintain strict quality control standards or have 6 or more material customer complaints for every 1,000 customers with respect to the Franchised Business in any 12 month period, whether resolved or not resolved, or if you do not meet our minimum threshold of customer experience ratings; (vii) you breach any other term or condition of the Franchise Agreement, SOP, or the Operations Manual; (viii) a final judgment of \$10,000 or more is entered against you and not satisfied within 20 days or within the time frame prescribed by law; (ix) you fail to return our phone call within 10 days; (x) you fail to meet our requirements regarding the capture of customer information; (xi) you fail to purchase and install a vehicle wrap; or (xii) If Franchisee fails to submit a true copy of all state, federal, and local income tax returns, together with all accompanying schedules, filed by

Provision	Section in franchise or other agreement	Summary
		Franchisee, which shall be provided within (30) days after such tax returns are due to the respective state, federal , and local taxing authorities. If Franchisee files any extension to any state, federal or local taxing authority, the Franchisee is still required to submit all paperwork accompanying such extension, and regardless of any extension requests, whether granted or not by such taxing authorities, all tax returns must be submitted to the Franchisor by September 30 <sup>th</sup> of the year such taxes were originally due. The right to terminate is an addition to any other rights or remedies available under the Franchise Agreement or applicable law.
h. "Cause" defined defaults – non-curable defaults	19.3.4	We have the right to terminate the Franchise Agreement with notice but without opportunity to cure if: (i) you commit any two breaches within a 12 month period; (ii) any audit reveals you understated royalties, BDF payments or other advertising payments by more than 2%; (iii) you make any material misrepresentation in connection with obtaining a franchise or are fraudulent in your dealings with us; (iv) you make any unauthorized transfers; (v) you become unable to operate the business subject to Section 18.9 of the Franchise Agreement; (vi) you violate non-competition, non-disclosure, or confidentiality covenants; (vii) you fail to meet minimum performance criteria; (viii) you commit fraud; (ix) you abandon your Franchised Business for 5 calendar days or more or threaten to abandon your business; (x) you or a guarantor makes, attempts to make, or threatens to make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or allow the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or allow the appointment of a trustee or receiver for you or the Franchised Business; (xi) you or a guarantor(s) become inactive, dissolve, liquidate, merge or otherwise cease to exist voluntarily or involuntarily; (xii) you or a guarantor are convicted of or plead guilty to a felony, any act of theft, or other immoral crime or offense or any crime or offense reflecting negatively on you, the

Provision	Section in franchise or other agreement	Summary
		Franchised Business, or System; (xiii) a lien is placed against you or a guarantor and is not released or bonded against in 30 days; (xiv) you or a guarantor fail to comply with the anti-terrorist obligations in the Franchise Agreement; (xv) you harm the goodwill associated with the Proprietary Marks or otherwise discredit the franchise organization; (xvi) you take any of the Franchised Business's assets for personal use; (xvii) you are in default of any other agreements with us; (xviii) you do not allow us or our agents or representatives to conduct an on-site inspection of your records and methods of operations; (xix) you fail to attend the annual conference for two consecutive years regardless of any fees paid; or (xx) you fail to report sales for two consecutive months.
i. Franchisee's obligations on termination/non-renewal	20	On termination or expiration of the Franchise Agreement, you must (i) pay all outstanding fees and other amounts owed, including amounts due on account of an early termination; (ii) discontinue use of the Proprietary Marks and cease holding yourself out as a System franchisee; (iii) return all confidential information; (iv) cancel or assign fictitious business names; (v) remove signage; (vi) transfer phone numbers and listings and internet sites and addresses; (vii) fulfill warranty obligations or pay us the greater of two percent (2%) of your total Gross Sales for the preceding twenty-four (24) months or \$15,000 to cover our fulfillment of customer warranties; (viii) comply with the post term covenants of the Franchise Agreement, including non-competition and confidentiality provision; (ix) allow us to inspect your financial records; (x) cease to use in advertising or in any other manner any methods, procedures or techniques associated with us or the System; (xi) appoint us as attorney-in-fact and sign periodically any papers, documents, and assurances necessary to effectuate termination or nonrenewal; and (xii) sign a general release in favor of us and our affiliates.
j. Assignment of contract by franchisor	18.8	We have the right to assign our rights under the Franchise Agreement.

Provision	Section in franchise or other agreement	Summary
k. "Transfer" by franchisee -- defined	18.1, 18.3, 18.4, 18.5	A transfer includes any sale, assignment, subfranchise, transfer, conveyance, pledge, mortgage, lease or other encumbrance on any interest in this Agreement. A sale, transfer or assignment requiring our prior written consent also occurs: (i) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock that results in a change in ownership; (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if you are a limited liability company, upon any assignment, sale, pledge or transfer of any fractional portion of any interest in the limited liability company.
l. Franchisor approval of transfer by franchisee	18.1	You may not transfer any rights in the franchise without our prior written consent. We have the right to condition our approval of any sale, transfer, assignment or encumbrance as described below.
m. Conditions for franchisor approval of transfer	18.2	Our approval of a proposed transfer is conditioned upon you and/or your transferee meeting all of the following conditions: (i) you have paid all monies owed to us; (ii) all existing defaults under the Franchise Agreement have been cured; (iii) you sign a general release in favor of us and our affiliates; (iv) you provide us a copy of the signed purchase agreement for approval; (v) the transferee meets our qualifications; (vi) the transferee signs our then-current franchise agreement; (vii) you or the transferee (a) pay all third party broker fees, (b) reimburse us for any additional fees we have incurred in connection with identifying the transferee, whether directly or through our Broker contacts or Advertising, and (c) pay to us the then-current transfer fee; (viii) you comply with the post term provisions of the Franchise Agreement; (ix) the transferee obtains all licenses and permits necessary operate the Franchised Business; (x) permit us to disclose financial information regarding the Franchised Business; (xi) the transfer is made in compliance with all applicable laws; (xii) the purchase price and terms of the proposed transfer are not burdensome; (xii) we



Provision	Section in franchise or other agreement	Summary
		approve the proposed framework for handling warranty work in connection with the transfer; and (xiii) we have the right to alter or amend the transferred zip codes and territory name. We may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise, though we will not unreasonably withhold, delay, or condition our consent to a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	18.6	You must first offer to sell to us on the same terms and conditions as those offered by a third party. We will notify you, within 30 days after receiving the offer, whether we wish to exercise our right to purchase your business.
o. Franchisor's option to purchase franchisee's business	None	N/A
p. Death or disability of franchisee	18.9	Upon your death or disability, you may transfer your rights under the Franchise Agreement pursuant to the transfer provisions set forth in Section 18 of the Franchise Agreement. If no transfer takes place within 90 days of your death or disability, the Franchise Agreement is automatically terminated.
q. Non-competition covenants during the term of the franchise	12.1	During the term of the Franchise Agreement, neither you, your partners, members, or shareholders, as applicable, nor any member of their family can directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership, corporation engage in any competing business anywhere, solicit Handyman Connection customers for any competitive purposes, or misuse customer information (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	12.2	For a period of 3 years after the termination of the Agreement, neither you, nor your officers, directors shareholders, members, or any members of their immediate families may directly or indirectly engage in any business: (i) competing with us in granting franchises or licenses; (ii) which offers, sells or licenses products or services of the type offered under the System within a radius of twenty five (25) miles of

Provision	Section in franchise or other agreement	Summary
		the perimeter of your Territory, or five (5) miles from the perimeter of any other Handyman Connection franchisee's territory in operation, or of any territory which is being considered or for which discussions are under way for a Handyman Connection franchise, as of the date of expiration and nonrenewal, Transfer or termination of your Franchise Agreement. For a period of 3 years, you may not solicit business from then existing or prospective National Account or customers with whom you did business as System Franchisee in the preceding five (5) years for any related or competitive business purpose, nor solicit any employee or craftsman of us or any other System franchisee to discontinue his employment. Finally, for a period of 3 years you may not own, maintain, engage in, be employed by, or have any interest in any company which engages in any business competing in whole or in part with us, Handyman Connection franchisees, solicits work for Handyman Connection franchisees that otherwise would fall under the National Account Program, or which grants franchises or licenses for any business competing in whole or in part with us (subject to state law).
s. Modification of the agreement	23.9	All modifications must be in writing and signed by the parties, except the Operations Manual and SOP, which are subject to change. Modifications to the Franchise Agreement may only be made, on behalf of the Franchisor, by the CEO.
t. Integration/merger clause	23.13	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	21.1, 21.2	You must first bring all disputes before our management prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to non-binding mediation in either the city or county of our Headquarters, or Chicago, IL, in accordance with the American Arbitration

Provision	Section in franchise or other agreement	Summary
		Association's Commercial Mediation Rules then in effect. If mediation is not successful, then all disputes must be submitted to arbitration through the AAA office nearest our headquarters or Chicago, IL (subject to state law).
v. Choice of forum	21.5	All claims not subject to mediation or arbitration must be brought and must be submitted before the United States District Court or state trial court in the city or county of our (Franchisor) headquarters (subject to state law).
w. Choice of law	23.6	Laws of Ohio apply, but Federal Arbitration Act pre-empts (subject to state law). Please see the state-specific addenda to the Disclosure Document and Franchise Agreement in Exhibit E.

## **ITEM 18**

### **PUBLIC FIGURES**

We do 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.

#### **Background**

This Item sets forth certain historical data reported to us by franchisees of the Handyman Connection System. We have not audited this information, nor independently verified this information. In 2023, we changed our required technology and reporting systems, and the information presented represents data from both systems as described below. As part of the transition, some data inconsistencies arose from the fact that certain fields were not originally designated as mandatory in the new system (such as the tracking of lead sources). For areas where we have incorrect or incomplete 2023 data, we have included 2022 data, and we do not believe that the corresponding 2023 data is materially different from the 2022 data.

Part I-A of this Item is created using information we have obtained directly from our new technology system, and provides Annual Gross Sales information for the period of January 1,

2024 through December 31, 2024 (the “2024 Data Period”). Part I-A of this Item presents information for 29 out of the 30 U.S. franchisees (representing 30 of the 31 franchised territory outlets in the U.S.), who were in operation for more than 12 months as of December 31, 2024 and were still operating as of the time of this FDD, and were not sold during that twelve month period (“Part 1-A Reporting Franchisees”). Excluded from Part 1-A of this Item 19 are 23 U.S. franchises which were not open and operating for the entire 2024 Data Period, or were not open and operating as of the Issuance Date of this Franchise Disclosure Document, or were sold during the 2024 Data Period. This includes one legacy U.S. franchisee that does not report information via our current technology system and is excluded from the entirety of Item 19.

Part 1-B lists the top 10 services that the U.S. franchisees categorized as “Quoting” (or “Estimating”) in our new technology system and a list of the top categories of services “Quoted” (or “Estimated”) in our system for the 2024 Data Period. Part 1-B includes data from all U.S. franchisees that were open and operating for any portion of the 2024 Data Period.

Part II of this Item provides information regarding the Gross Margin on Service Revenue for the 2024 Data Period, based on un-audited Profit and Loss Statements (P&Ls) provided to us by the Part II Reporting Franchisees. We requested P&Ls from all of the operating U.S. franchisees other than the legacy franchisee described above. Of the 29 U.S. franchises included in Part 1-A, we did not receive P&Ls from one U.S. franchisee. In addition, one franchisee who operates in two territories combined his P&Ls and reported one set of numbers to us, and therefore they are represented as a single franchise in Part II. Therefore, Part II includes 28 of the 29 Part 1-A Reporting Franchisees (representing 29 franchised territory outlets) (the “Part II Reporting Franchisees”).

### **PART I-A: Annual Gross Sales**

The following Table presents the following data for the Part 1-A Reporting Franchisees during the 2024 Data Period: (i) the Gross Sales<sup>(1)</sup> reported to us; (ii) the high, low, Average<sup>(2)</sup> and Median<sup>(3)</sup> Gross Sales; and (iii) certain information regarding average job size and territory size. In addition, this Table shows the same information for the 31 out of the 32 U.S. franchises (representing 33 of the 34 franchised territory outlets in the U.S.), who were in operation for more than 12 months as of December 31, 2023 and were not sold during that period (“2023 Reporting Franchisees”) and 32 out of the 33 U.S. franchisees (representing 34 of the 35 franchised territory outlets in the U.S.), who were in operation for more than 12 months as of December 31, 2022 and were not sold during that period (“2022 Reporting Franchisees”).

	Number of Reporting Franchisees in the U.S.	Cumulative # of Territories Operated by Reporting Franchisees	High Gross Sales Territory among Reporting Franchisees	Low Gross Sales Territory among Reporting Franchisees	Average Gross Sales per Territory among Reporting Franchisees	Median Gross Sales Territory among Reporting Franchisees	Average Job Size (AJS) among Reporting Franchisees	Number of Reporting Franchisees Exceeding the Average	Average # of HH/SFDUs per Territory for Reporting Franchisees (2)	Average # of HH/SFDUs per Territory for those Exceeding the Average *
2024	29	30	\$1,883,603	\$134,913	\$642,439	\$502,945	\$1,233	9 (31%)	123,504	157,455
2023	31	33	\$2,429,030	\$236,617	\$681,982	\$511,572	\$1,202	12 (39%)	129,199	146,194
2022	32	34	\$2,833,548	\$269,531	\$715,448	\$523,460	\$1,191	10 (31%)	130,010	156,810

Notes:

1. “Gross Sales” is defined as a franchisee’s total sales invoices or other items or services billed to the customer for all completed sales, less any discounts and cancellations reported to us on our software system (which did change in 2023 as noted above). Please note that some of these sales figures do not include the sale of materials. The Gross Sales figure forms the basis for the calculation of the Royalty Fee under the Franchise Agreement.

2. The Territory presently being offered includes approximately 75,000 to 100,000 Households (“HHs”). Please note that in 2017, we switched from using Single Family Dwelling Units (SFDUs) to Households (HHs) to calculate territories and performance criteria. The chart above, shows territory sizes as measured by either SFDUs or HHs (and does not otherwise distinguish between the two), depending on which measurement was used to determine the territory of the applicable Reporting Franchisee.

**PART I-B: Quote Break-down**

The following Table represents a listing of the top 10 services that the Part 1-B Reporting Franchisees have categorized as Quoting (or Estimating) in our technology system presented as a percentage of the total number of services Quoted during the 2024 Data Period. Please note that franchisees often will make more than one Quote on a job.

Summary of Top 10 Services Quoted & Categorized	% of Total Quote Items
Handyman	36.11%
Carpentry	15.03%
Drywall	7.90%
Painting	5.45%
Remodeler	5.00%
Electrical	4.46%
Flooring	4.22%
Plumbing	3.73%
Deck	3.71%
Fencing	3.15%
Total	88.76%

**PART II: Gross Margin on Service Revenue**

This Table presents the Percentage Gross Margin<sup>(1)</sup> on Total Revenue<sup>(2)</sup> based on un-audited Profit and Loss Statements provided to us by the Part II Reporting Franchisees. The following Table presents the high, low, Average and Median percentage of Gross Margin on Total Revenue for the Reporting Businesses during the 2024 Data Period.

Number of Reporting Franchisees	Cumulative # of Territories Operated by Reporting Franchisees	High Gross Margin % among Reporting Franchisees' P&Ls (3)	Low Gross Margin % among Reporting Franchisees' P&Ls (3)	Average Gross Margin % (3)	Median Gross Margin % (3)	Number of Reporting Franchisees' P&Ls Exceeding the Average Gross Margin % (3)	Average # of HH/SFDUs for Reporting Franchisees (4)	Average # of HH/SFDUs for Reporting Franchisees Exceeding the Average
<b>28</b>	<b>29</b>	<b>74.06%</b>	<b>28.24%</b>	<b>50.36%</b>	<b>50.80%</b>	<b>14 (or 50%)</b>	<b>124,296</b>	<b>117,288</b>

**Notes:**

1. "Gross Margin" is defined as (Total Revenue – (Labor Cost + Material Cost)), and "Gross Margin %" is defined as (Total Revenue – (Labor Cost + Material Cost)) / (Total Revenue).

2. "Total Revenue" is defined as revenue from both labor and materials.

3. We received unaudited Profit and Loss Statements from 28 of the 29 Part 1-A Reporting Businesses (representing 29 Territories). We requested these statements from all franchisees that operated for 2024, other than the legacy franchisee described above. The one US franchisee who operates two territories combined his P&Ls and reported one set of numbers to us, and therefore they are represented as a single P&L. Therefore, we used a total of 28 P&Ls in connection with the data provided in the Table above.

4. The Territory presently being offered generally includes 75,000 to 100,000 Households ("HHs"). Please note that in 2017, we switched from using Single Family Dwelling Units (SFDUs) to Households (HHs) to calculate territories and performance criteria. The chart above, as denoted by an asterisk (\*), shows territory sizes as measured by either SFDUs or HHs (and does not otherwise distinguish between the two), depending on which measurement was used to determine the territory of the applicable Reporting Business.

**General Notes and Disclaimers**

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

Written substantiation of the data used in preparing this financial performance representation will be made available upon reasonable written request to the franchisor.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such 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 our management by contacting Jeff Wall, President, at 11115 Kenwood Rd., Blue Ash, OH 45242, (773) 251-1807, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet Summary**  
**For Fiscal Years Ended December 31, 2022 to December 31, 2024**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2022	61	58	-3
	2023	58	62	+4
	2024	62	65	+3
Company-Owned	2022	0	0	0
	2022	0	0	0
	2024	0	0	0
<b>Total Outlets</b>	<b>2022</b>	<b>61</b>	<b>58</b>	<b>-3</b>
	<b>2023</b>	<b>58</b>	<b>62</b>	<b>+4</b>
	<b>2024</b>	<b>62</b>	<b>65</b>	<b>+3</b>

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than Franchisor) For Fiscal Years Ended December 31, 2022 to December 31, 2024**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Colorado	2022	0
	2023	0
	2024	1
Georgia	2022	1
	2023	0
	2024	1
Kansas	2022	0
	2023	1
	2024	0
North Carolina	2022	0
	2023	0
	2024	1
Ohio	2022	0
	2023	0
	2024	1
Texas	2022	0
	2023	2

State	Year	Number of Transfers
Canada	2024	0
	2022	1
	2023	1
	2024	0
Totals	2022	2
	2023	4
	2024	4

**Table No. 3**  
**Status of Franchised Outlets**  
**For Fiscal Years Ended December 31, 2021 to December 31, 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets At End of the Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arizona	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arkansas	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
California	2022	6	0	1	3	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Colorado	2022	3	2	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	2	4
Florida	2022	2	0	0	0	0	1	1
	2023	1	2	0	0	0	0	3
	2024	3	1	0	0	0	1	3
Georgia	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Idaho	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Illinois	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
Indiana	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1



State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets At End of the Year
Kansas	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Kentucky	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
Louisiana	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Maryland	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Massachusetts	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Michigan	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	2	0	0	0	0	3
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Missouri	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	1	0	0	0	1
Nebraska	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
New York	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
North Carolina	2022	2	1	0	0	0	0	3
	2023	3	0	1	0	0	0	2
	2024	2	0	0	0	0	0	2
Ohio	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	1	2
Pennsylvania	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
South Carolina	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Tennessee	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets At End of the Year
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	1	5
	2024	5	2	0	0	0	1	6
Utah	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Virginia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Canada	2022	16	1	0	0	0	1	16
	2023	16	1	0	0	0	0	17
	2024	17	1	0	0	0	0	18
<b>Totals</b>	<b>2022</b>	<b>61</b>	<b>6</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>5</b>	<b>58</b>
	<b>2023</b>	<b>58</b>	<b>7</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>62</b>
	<b>2024</b>	<b>62</b>	<b>10</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>65</b>

**Table 4**  
**Status of Company-Owned Outlets**  
**For Fiscal Years Ended December 31, 2021 to December 31, 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewal	Re-acquired by Franchisor	Ceased Operations Other Reasons	Outlets At End of the year
<b>Totals</b>	<b>2022</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>2023</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>2024</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Table No. 5**  
**Projected Openings As Of December 31, 2023**

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Michigan	2	2	0
Missouri	1	0	0
<b>Totals</b>	<b>3</b>	<b>0</b>	<b>0</b>

The names, addresses and telephone numbers of the franchisees operating as of December 31, 2024, are listed by state in Exhibit B attached to this Disclosure Document. This list indicates the franchisees that have had an outlet terminated, canceled or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the one-year period prior to December 31, 2024. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Handyman Connection. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There is one Handyman Connection franchisee advisory council (HCAC) that we recognize and that represents all of the franchisees. Group membership in this advisory council is democratically elected by the franchisees at our annual convention, does not require any payments from the franchisees, and this group meets regularly with Handyman Connection. The purpose of the HCAC is to promote constructive, two-way communications between the franchisees and Handyman Connection. Handyman Connection does not sponsor this advisory council. The HCAC does not have a formal mailing address, but the advisory council may be reached through the corporate office stated in Item 1.

The following independent franchisee organization has asked to be included in this disclosure document. We do not endorse this organization, do not recognize this organization, and their members may not represent all franchisees in the Handyman Connection franchise system: HFA, Inc., (224) 655-7390; hcfranchiseassociation@gmail.com.

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Exhibit C to this Disclosure Document contains the audited financial statements for Trident Investment Partners, Inc. d/b/a Handyman Connection, for the fiscal years ending December 31, 2022, 2023, and 2024. Our fiscal year end is December 31 of each year.

## **ITEM 22**

### **CONTRACTS**

The following agreements are attached as exhibits to this Disclosure Document

Exhibit A	Franchise Agreement and Attachments
Exhibit E	State Addenda
Exhibit F	Compliance Certification
Exhibit G	Sample Release
Exhibit I	Receipts

## **ITEM 23**

### **RECEIPTS**

An Acknowledgment of Receipt of this Disclosure Document, attached as Exhibit "I", should be completed and returned on receipt of this Disclosure Document.

**EXHIBIT A**  
**TO HANDYMAN CONNECTION'S**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**FRANCHISE AGREEMENT AND ATTACHMENTS**

**Exhibit A**  
**to the**  
**Disclosure Document**

---

**Franchise Agreement**  
**and**  
**Attachments**

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### SCHEDULE A – Territory

EXHIBIT A – Confidentiality and Restrictive Covenant Agreement

EXHIBIT B – Conditional Assignment of Franchisee's Telephone, Domain Names, Emails, URL and Such  
Other Addresses and Numbers

EXHIBIT C – Personal Guaranty

EXHIBIT D – Software User License Agreement

## **HANDYMAN CONNECTION FRANCHISE AGREEMENT**

THIS AGREEMENT ("Agreement" ) is entered into and made effective \_\_\_\_\_ ("Effective Date"), by and between Trident Investment Partners, Inc. d/b/a Handyman Connection, an Illinois corporation with its principal business address at 11115 Kenwood Road, Blue Ash, Ohio 45242 ("Franchisor" or "Handyman Connection") and \_\_\_\_\_, an [individual, corporation, limited liability company, or partnership], with an address at \_\_\_\_\_ ("Franchisee").

### **RECITALS**

**WHEREAS**, Franchisor and its affiliates have expended a considerable amount of time, effort, and money to develop a unique business system ("Business System" or "System") for the operation of a light repair, maintenance and remodeling business that offers services to residential customers (the "Franchised Business" or "Business") under the trade name and trademark "Handyman Connection"; and

**WHEREAS**, Franchisor is engaged in the business of granting franchises to operate Handyman Connection Franchised Businesses;

**WHEREAS**, Franchisee desires to obtain the right to operate a Handyman Connection Franchised Business with access to Handyman Connection's marketing resources, and business operating support as stated in this Agreement and supplemented by the Handyman Connection Operations and Training Manuals, ("Operations Manual") including Standard Operating Procedures ("SOP"), as may be modified or updated from time to time by Franchisor in Franchisor's sole discretion;

**WHEREAS**, Franchisee has applied to Franchisor for a license to operate a Franchised Business and Franchisor has approved Franchisee's application in reliance upon the representations contained in the application;

**WHEREAS**, Franchisor and its franchisees use various trade names, trademarks and service marks (the "Proprietary Marks") to generate brand recognition and goodwill with the general public. These names and marks include the trademark "Handyman Connection" and other trade names, trademarks and service marks as are now or in the future designated as part of the System. The right to use the Proprietary Marks as granted in this Agreement does not carry any ownership interest or rights to the Proprietary Marks. The rights to all the Proprietary Marks, including those presently existing and those to be created in the future, are owned by Franchisor. The Proprietary Marks may be used only for the benefit of the Franchised Business, the Handyman Connection System, Franchisor and Franchisor's affiliates; and

**WHEREAS**, Franchisee hereby acknowledges that adherence to the terms of this Agreement and the standards and specifications of Franchisor are essential to the operation of its Franchised Business and to the operation of the System.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the foregoing recitals, which are incorporate into this Agreement and the mutual promises, commitments, and understandings contained herein, and intending to be legally bound hereby, Franchisor and Franchisee agree as follows:

## **1. RIGHTS AND RESERVATIONS**

1.1 **Grant of Franchise.** Subject to the terms and conditions stated below, and so long as Franchisee is in full compliance with this Agreement as determined by Franchisor in its sole discretion, Franchisor grants and Franchisee accepts the non-exclusive license to operate a Handyman Connection Franchised Business using the Handyman Connection System and Proprietary Marks in the territory identified in the Schedule A attached to and incorporated into this Agreement by reference ("Territory") to provide the services that are authorized under the Handyman Connection System.

1.1.1 Franchisee may advertise, offer and perform Residential Services (as defined in Section 2.1 of this Agreement) outside of Franchisee's Territory so long as: (i) the offering and performing of Residential Services is not within the territory of another Handyman Connection franchised business that has been granted territorial exclusivity; (ii) the services are within the definition of Residential Services as defined by this Agreement; and (iii) Franchisee is in substantial compliance with this Agreement as determined by Franchisor in its sole discretion. Franchisee agrees that the performance of services in areas outside of Franchisee's Territory in no way vests in Franchisee any rights or license to such areas, and that the Franchisor has the sole rights to assign the zip codes located outside of Franchisee's Territory, and any customers located outside of Franchisee's Territory, to any franchisee of its choosing. If Franchisor assigns these zip codes located outside of Franchisee's Territory to another franchisee, any marketing to those customers must immediately cease, and any rights to service those customers will immediately cease.

1.2 **Territory.** Except as provided for in this Agreement, and so long as Franchisee is in substantial compliance with the terms of this Agreement as determined by Franchisor in its sole discretion, Franchisee shall have the right to receive and service the new, residential leads located in the zip codes listed in Schedule A of the Franchise Agreement received through Franchisor's lead generation internet platform or Franchisor's centralized 1-800 phone number. Franchisor retains the right, among other rights, to establish and grant to others the right to establish a franchised business outside the Territory. Furthermore, in the event Franchisee fails to meet the performance criteria set forth in Section 9.2 of this Agreement, or any additional performance criteria Franchisor establishes in the future with respect to market penetration, market presence metrics, or customer satisfaction levels (which are currently measured by the Net Promoter Score (NPS)), Franchisor reserves the right to either reduce the size of Franchisee's Territory or to revoke all of Franchisee's rights under this Section 1.2. Further, Franchisee acknowledges that other franchisees may offer, accept and undertake projects within the Territory as set forth in this Agreement. Franchisee disclaims any compensation or consideration for work performed by others in the Territory. Franchisor also maintains the sole right to set, approve, or change the Territory name at any point during the Terms of the Franchise Agreement or as a condition of Renewal. The Franchisee may not advertise any non-approved territory name and must comply with any directive related to the territory name within 60 days.

1.3 **Reservation of Rights.** Franchisor and its affiliates retain the right to: (i) own and operate, and license to others the right to own and operate Franchised Businesses outside of Franchisee's Territory using the Proprietary Marks or any other marks Franchisor may designate; (ii) own and operate and license to others the right to own and operate similar businesses under different names inside or outside of the Territory under different marks; (iii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of goods and services through wholesale and retail stores, via the Internet, and via direct marketing through telephone, television, or radio, within or outside of Franchisee's Territory; (iv) develop or



become associated with other concepts (including dual branding and/or other franchise systems), whether or not using the Handyman Connection System and/or the Proprietary Marks, and award franchises under other concepts for locations anywhere; (v) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere (these transactions may include arrangements involving competing outlets and brand conversions to or from the Handyman Connection Proprietary Marks and System); and (vi) engage in any other activities not expressly prohibited by this Agreement.

## **2. SERVICES AND PROGRAMS**

**2.1 Residential Services.** Franchisee may offer, sell and perform non-emergency, non-structural maintenance, light remodeling and repair services, which do not require heavy machinery, are not performed beyond a two-story elevation, and, until completion of the Second Calendar Year (as defined in Section 3.3.1 below), do not exceed \$30,000 in the aggregate or \$15,000 for any one particular job, unless approved in advance by Franchisor ("Residential Services"). Additionally, these Residential Services shall be limited to one, two, or three owner-occupied dwellings. Franchisee agrees that the Franchised Business shall not offer nor perform services that are beyond the scope of Residential Services, as stated in this Section and as may be supplemented by the Operations Manual and Standard Operating Procedures ("SOP") from time to time. Franchisee understands and agrees that Franchisee is only purchasing rights in Franchisee's Territory with respect to new residential leads coming into the System, and that other franchisees may perform commercial work and residential work inside Franchisee's Territory for customers who directly reach out to such other franchisees or franchisees to such customers, without any compensation to Franchisee. Subject to Sections 2.2, 2.3 and 2.4 below, and subject to Franchisee being in full compliance with this Agreement and receiving Franchisor's written permission, Franchisee may perform commercial work in its Territory. Franchisee agrees and acknowledges that it does not own the exclusive rights to perform any commercial work in its Territory.

**2.2 Certificate Program Services.** Franchisor reserves the right to establish one or more Certificate Programs through which franchisees may be authorized to offer, sell, and perform maintenance, installation, and repair services, not specifically identified as Residential Services (the "Certificate Program Services" or "Certificate Program"). Franchisee acknowledges and agrees that in order to obtain authorization to perform Certificate Program Services, Franchisee must meet the requirements applicable to the individual Certificate Program, which may include, among other requirements, the execution of a Handyman Connection's Certificate Program Services Addendum, payment of an initial program fee, payment of enhanced royalty fees, increased insurance coverage, the satisfactory completion of supplemental training, and other requirements as determined by Franchisor.

Franchisee acknowledges and expressly understands and agrees that Franchisee shall have no right to contracts in any given Certificate Program Services and that other Handyman Connection franchisees or any other third parties designated by Franchisor may perform services under such contracts within the Territory. Franchisee disclaims any compensation or consideration for work performed by others in the Territory pursuant to this Section 2.2.

**2.3. National and Regional Accounts.** The terms National Account and Regional Accounts mean any customer that on its own behalf or through agents, franchisees, or other third parties owns, manages, controls, or otherwise has responsibility for building or common-services in more than one location which is not confined within any one particular franchisee's territory, regardless of the aggregate contract amount of the services the customer wishes to have performed. Franchisee agrees that Franchisor shall have sole

discretion in the determination as to whether a customer is a Regional or National Account and Franchisor's determination shall be final and binding.

2.3.1 Franchisor shall have the exclusive right, unless otherwise specifically delegated in writing, on behalf of itself, Franchisee, and/or other franchisees using the Proprietary Marks, to negotiate and enter into agreements or approve forms of agreement to provide services to National or Regional Account customers, including any affiliate, company-owned or franchised location with the Territory.

2.3.2 Franchisee acknowledges and agrees that Franchisor shall have the right, exercisable in its sole discretion, to (i) provide, directly or through any other licensee or franchisee using the Proprietary Marks, such services to the National or Regional Account customer location(s) within the Territory and/or (ii) contract with another party to provide such services to the National or Regional Account customer location(s) within the Territory, on the terms and conditions contained in the National or Regional Account bid or contract between Franchisor and the National or Regional Account customer.

2.3.3 Franchisee agrees that neither the direct provision by Franchisor or a franchisee, licensee, or designee of Franchisor of services to National or Regional Account customers as authorized above, nor Franchisor's contracting with another party to provide such services as authorized above, shall constitute a violation of the grant of license contained in this Agreement or any other provision of this Agreement, even if such services are delivered from a location within the Territory. Franchisee disclaims any right to compensation or consideration for work performed by others in the Territory pursuant to this Section.

**2.4 Program Participation.** Franchisee acknowledges and agrees that Franchisee's participation in any particular program including the National or Regional Account Program or the Certificate Programs will be subject to the terms and conditions of such programs and those terms and conditions may include, but shall not be limited to the following:

2.4.1 Prior to the offering, selling, or performing any Certificate Program Services, Franchisee shall execute and agree to comply with such agreements, undertakings or other instructions as Franchisor may require as a condition to participation in any particular program;

2.4.2 The Certificate Program Services, as well as National and Regional Account work, are subject to Franchisor's strict quality control standards, enhanced inspections and testing, and shall be completed according to Franchisor's scheduling requirements. Franchisor may also centralize all accounts, invoicing and payments for Certificate Program Services, Regional and National Account work or designate a third party to perform such functions;

2.4.3 Franchisee may be required to pay certain fees including participation or administration fees, additional royalty fees on work performed pursuant to any particular Certificate Program, or other fees related to the Certificate Program. These fees may be in addition to the Royalty Fee set forth in Section 3.2 of this Agreement. In addition, Franchisee may be required to obtain increased insurance coverage;

2.4.4 Prior to performing any Certificate Program Services, Regional or National Account work, Franchisee must be certified by Franchisor to perform the specific type of work specified in the particular program ("Certification"). The Certification may require, among other conditions, that Franchisee be trained by Franchisor or other qualified third parties and demonstrate, to Franchisor's satisfaction, a minimum level of competency in the performance of the intended service. Furthermore, Franchisor may revoke Franchisee's Certification and/or require re-Certification if, in Franchisor's judgment, Franchisee's performance warrants such action(s); and

2.4.5 Franchisee must be in substantial compliance with the terms of this Agreement and any other agreements or addenda between Franchisee and Franchisor.

### **3. FEES**

3.1 **Initial Franchise Fee.** Franchisee agrees to pay to Franchisor a non-refundable initial franchise fee ("Initial Franchise Fee") of \$70,000 ("Initial Franchise Fee"). Franchisee acknowledges and agrees that this Initial Franchise Fee is fully earned by Franchisor upon the execution of this Agreement and Franchisee shall not be entitled to a refund of any part of the Initial Franchise Fee, regardless of the date of termination of this Agreement, except as expressly provided for in this Agreement. If Franchisee is purchasing additional franchise territories at the same time of their original franchise agreement, they may do so for a fee of \$60,000 for each additional territory. If Franchisee is a current System franchisee, in good standing, and Franchisee has generated over \$1,000,000 in Gross Sales within the previous twelve (12) months, and paid all corresponding fees to Franchisor in full, Franchisee may purchase additional franchise territories for 50% of the then-current initial franchise fee.

3.2 **Royalty Fee.** Subject to the Minimum Royalty Fee set forth below, Franchisee must pay Franchisor a monthly royalty fee, due and payable on 10<sup>th</sup> of each month equal to 6% of Franchisee's Gross Sales during the preceding month ("Royalty Fee"). "Gross Sales" includes all revenues Franchisee generates from all business conducted at or from Franchisee's Business during the preceding reporting period, including amounts received from the sale and delivery of services, materials, products, merchandise, and tangible property of any nature whatsoever, whether in cash or for credit, and whether collected or uncollected. For purposes of clarification, Gross Sales includes all revenues Franchisee or Franchisee's principals generate from any residential service work Franchisee performs during the term of this Agreement, including without limitation any landscaping, solar installation, roofing, power washing, window cleaning or installation, or HVAC work, regardless if such work is approved as Residential Services under this Agreement and regardless if such work is performed under the System and Proprietary Marks. "Gross Sales" does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the customer is charged and Franchisee pays such amounts as and when due to the appropriate taxing authority. Also excluded from Gross Sales is the amount of any documented refund, charge back, credit and allowance ("adjustment") given to customers in good faith while the job is in progress, pursuant to Franchisor's standard procedures for issuing such adjustments; provided, however, there shall be no reduction in Gross Sales for any warranty work performed or warranty refunds made. All barter and exchange transactions for which Franchisee furnishes services or products in exchange for goods or services to be provided to Franchisee by a vendor, supplier or customer will be valued at the full retail value of the goods or services provided to Franchisee and shall be included in Gross Sales. Franchisor reserves the right to change the frequency and method of payment from time to time in its sole discretion.

3.2.1 **Monthly Gross Sales Reports.** Franchisee must completely input and update all job information in the Handyman Connection software system, or any third party software system designated by Franchisor, within seventy two (72) hours of receipt of that information, including the inputting of customer (work order) name, address, phone number, e-mail address, lead sources, jobs estimated, jobs booked, jobs completed and payments received. On or before the last day of each month, Franchisee shall completely reconcile and update all information with regards to customer and work order information, lead sources, jobs estimated, jobs booked, jobs completed and payments received through the month-end. Franchisee's complete cumulative information provided and updated prior to, and through, the last day of the month shall set forth the Gross Sales generated by the Franchised Business during the previous month. Franchisor may change the form, content, frequency or due date of the Gross Sales Reports from time to time. In the event that Franchisee fails to submit the required reports, the Royalty Fees due shall be calculated on Franchisee's monthly average for the preceding 12 months or on such other data as may be

available. In the event incomplete customer information is entered, Franchisor may change and adjust any such information, including name, address, phone number, email, and lead source. Furthermore, Franchisor may mark any job as complete as entered within thirty (30) days of date of entry, and charge the applicable Royalty Fee, technology Fee and brand development fund contributions ("BDF Contributions") in connection with such job.

**3.3 Minimum Royalty Fee.** Notwithstanding the provisions of Section 3.2 above, Franchisee shall be required to pay to Franchisor a minimum annual royalty, the payment of which will be determined by deducting the amount of Royalty Fees due from Franchisee calculated in accordance with Section 3.2 above, in the applicable Calendar Year, from the amounts determined as set forth below ("Minimum Royalty Fee").

**3.3.1 Calendar Year Determination.** The following provides how Calendar Years will be determined:

(a) "First Calendar Year" shall be that portion of the year ending on December 31 of the same year as the Effective Date of this Agreement.

(b) "Second Calendar Year" shall be the first full year following the First Calendar Year.

(c) "Third Calendar Year" shall be the second full year following the First Calendar Year.

(d) "Fourth Calendar Year" through "Tenth Calendar Year" shall be determined in the same manner as set forth in subparagraphs (b) and (c) above, except increasing by one for each full year following the First Calendar Year.

(e) "Final Calendar Year" shall refer to the final calendar year of the Term.

**3.3.2 Household Groups** For the purpose of calculating Minimum Royalty Fees pursuant to Section 3.3, the Housing Count (referred to as Households ("HHs") in this Agreement) in Franchisee's Territory will be determined based on the applicable U.S. Census, USPS and other third party data, and each 50,000 HHs will be deemed to be an HH Group ("HH Group"). It is acknowledged and agreed that a Territory can have more than one HH Group where the total number of HHs in the Territory is a multiple of 50,000. If the Territory is comprised of a greater total number of HHs than one HH Group, but less than a multiple of 50,000 HHs, then the number of HH Groups in that Territory will be rounded down to the nearest whole number of HH Groups. Unless otherwise specifically stated differently, the Territory will be measured in HHs as stated in Schedule A to this Agreement.

**3.3.3 Minimum Royalty Fees applicable to Calendar Years.** The amount of Minimum Royalty Fees applicable to specific Calendar Years shall be determined as follows:

**3.3.3.1 Calendar Year 2.** If the effective date of this Agreement is in either January or February, Franchisee shall be required to pay a Minimum Royalty Fee of \$13,500 per HH Group for the Second Calendar Year.

**3.3.3.2 Calendar Years 3<sup>rd</sup> through 5<sup>th</sup>.** For the Third through Fifth Calendar Years, Franchisee shall be required to pay a Minimum Royalty Fee of \$13,500 per HH Group. If Franchisee is purchasing additional territories at the same time as the initial Territory, there will be no Minimum Royalty Fee for the additional territories for the Third Calendar Year, but there will be a Minimum Royalty Fee of \$13,500 per HH Group for the additional territories for the Fourth and Fifth Calendar Year.

**3.3.3.3 Calendar Years 6<sup>th</sup> through 10<sup>th</sup>.** For the Sixth through Tenth or Final Calendar Years, Franchisee shall be required to pay a Minimum Royalty Fee in the amount of \$21,000 per HH Group. Notwithstanding Section 3.3.3.2, if the effective date of this Agreement is in either January or February, the Minimum Royalty Fee of \$21,000 per HH Group will start in the Fifth Calendar Year.

**3.3.3.4 Re-Sale Franchise Performance Criteria.** Notwithstanding the figures set forth above, if Franchisee is purchasing the Franchised Business from an existing franchisee, Franchisor will determine the applicable Minimum Royalty Fee and corresponding minimum performance criteria in its sole discretion, which shall generally be based on the existing franchisee's Minimum Royalty Fee and corresponding minimum performance criteria at the time of purchase.

**3.3.3.5 Payment Date.** All Minimum Royalty Fees must be paid by January 10<sup>th</sup> of the Calendar Year immediately following the Calendar Year for which they became due. Franchisor is entitled to debit Franchisee's account as of January 10<sup>th</sup> of the Calendar Year immediately following the Calendar Year for which the Minimum Royalty Fee became due for the corresponding unpaid amount of the Minimum Royalty Fee.

**3.3.3.6 Final Calendar Year.** If the Final Calendar Year is less than twelve (12) months, then the amount of the Minimum Royalty Fee will be determined on a pro rata basis, based on the number of months or portion of a month remaining in the Final Calendar Year, divided by twelve (12).

**3.4 Manner of Payment.** Payment of Royalty Fees, BDF Contributions, and technology fees shall be made on a monthly basis, following receipt of each of Franchisee's Gross Sales Reports, and shall be by an electronic funds transfer program ("EFT Program") under which Franchisor automatically deducts from Franchisee's bank account all payments due to Franchisor under this Agreement or any other agreement between Franchisee and Franchisor. Franchisee shall deposit all revenues from operation of Franchisee's Franchised Business into one bank account within two (2) business days of receipt, including cash, checks, electronic payment methods, and credit card receipts. Before opening Franchisee's Business, Franchisee shall provide Franchisor with Franchisee's bank name, address and account number, a voided check from such bank account, and sign and give to Franchisor and Franchisee's bank, all documents necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds from such bank account via electronic funds transfer. Franchisee agrees to immediately notify Franchisor of any change in Franchisee's bank, including changes in account numbers. Franchisor reserves the right to require Franchisee to pay any fees due under this Agreement by such other means as Franchisor may specify from time to time. If the Gross Sales Report has not been received within the time period required by this Agreement, then Franchisor may process an EFT for the subject month based on the Franchisee's monthly average for the preceding 12 months or on such other data as may be available; provided, that if a Gross Sales Report for the subject month is subsequently received and reflects (i) that the actual amount due was more than the amount of the EFT, then Franchisor shall be entitled to withdraw additional funds through EFT from Franchisee's designated bank account for the difference; or (ii) that the actual amount due was less than the amount of the EFT, then Franchisor shall credit the excess amount to the payment of Franchisee's future obligations.

**3.4.1** As part of Franchisee's participation in the EFT Program, if the funds in Franchisee's bank account are insufficient to cover any amounts due under this Agreement on the date such funds are due, then, in addition to the overdue amount, Franchisor has the right to immediately debit from Franchisee's bank account interest on such amount from the date it was due until all past due amounts are paid, at a rate of the lesser of 1.5% monthly or the maximum rate permitted by law. Should any EFT not be honored

by Franchisee's bank for any reason, Franchisee agrees that Franchisee shall be responsible for that payment and any service charge.

**3.5 Software/Technology Fee.** Franchisee shall pay to Franchisor the monthly fees due pursuant to the Software User License Agreement attached hereto as Exhibit D. Furthermore, Franchisee acknowledges that Franchisor reserves the right to change the scope, amount, timing, and manner of payment of any technology fees at any time, including but not limited to the implementation of additional fees, as well as any changes necessitated by the computer system upgrades described in Section 6.4.2 or by charging an additional fee for any new required technology associated with the operation of the Franchised Business.

**3.6 Software Support Fee.**

3.6.1. Franchisee shall be entitled to receive routine telephone support for any computer program Franchisor provides to Franchisee. As of the date of this Agreement, Franchisee shall not be required to pay any additional fees for the software support, but Franchisor reserves the right, upon giving one hundred and twenty (120) days advance notice to Franchisee, to institute a reasonable fee for such services and Franchisee agrees to pay such fee as Franchisor may impose from time to time.

3.6.2. Franchisee understands and agrees that any software support provided by Franchisor shall not include support for any hardware or software obtained by Franchisee from third party suppliers, nor shall it include the replacement or upgrading of Franchisee's computer hardware or any other software used by Franchisee in connection with the Franchised Business.

**3.7 Answering Services.** Franchisee shall be required to subscribe to, and transact all business through, the answering services as designated by Franchisor from time to time, and shall comply with such terms and conditions established by Franchisor from time to time. Franchisor reserves the right to set operating hours that phone calls must be answered by a live person. Franchisor currently requires that Franchisee subscribe to a virtual assistant company, and the costs and fees associated with such company will be borne by Franchisee. The features, fees and/or costs of the answering service/virtual assistant company are subject to change upon ninety (90) days' prior written notice to Franchisee. Franchisor retains all rights to remove this subscription requirement at Franchisor's sole discretion, and Franchisor also maintains the right to stop and/or cancel the support of the telephone answering service in its entirety after providing Franchisee with thirty (30) days' notice.

**3.8 Late Payment.** Any late payment or underpayment of the Royalty Fee, BDF Contribution, technology fee(s) and any other charges or fees Franchisee owes to Franchisor will bear interest from the due date until paid, at the lesser of one and one-half percent (1.5%) interest monthly or the maximum interest rate allowed by law. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights regarding the default giving rise to such interest payment and shall be without prejudice to Franchisor's right to terminate this Agreement as a result of such default. In addition to the remedies set forth in this agreement, Franchisee will owe one hundred dollars (\$100) per incident for any EFT payment from the Franchisee's bank that cannot be made due to insufficient funds. Nothing contained in this Section shall prevent Franchisor from exercising, in Franchisor's sole judgment, any other rights or remedies available to Franchisor under this Agreement.

**3.9 Additional Remedies for Failure to Pay Fees Timely.** Franchisee understands and agrees that should the Franchisee fail to pay the Royalty Fee, Minimum Royalty Fee, BDF Contribution, technology

fee(s) or any other fees due to Franchisor as and when such fees are due, or should Franchisee permit any of the Franchisee's accounts with Franchisor to become delinquent, Franchisor may withhold any services it may then be providing to Franchisee until such time as Franchisee pays all outstanding sums due to Franchisor. In addition, Franchisor reserves the right to withhold from Franchisee any products, services, information, advice, consultation, training and leads, and to deny Franchisee access to Franchisor's proprietary software systems if Franchisee is not in substantial compliance with the terms of this Agreement as determined by Franchisor in its sole discretion, the Operations Manual, or any other agreement or addendum by and between Franchisee and Franchisor. Nothing contained in this Section shall prevent Franchisor from exercising, in its sole judgment, any other rights or remedies available to it elsewhere in this Agreement for Franchisee's failure to make any payment when due.

**3.10 Application of Payments, Set-Offs.** Franchisee acknowledges and agrees that Franchisor may:

(a) apply any money received by Franchisor to any past due, current, future or other indebtedness of any kind of Franchisee, in Franchisor's sole discretion, regardless of any designation by Franchisee;

(b) set off, from any amounts due to Franchisee, any amount owed to the BDF or local advertising cooperative; and

(c) retain any amounts received for Franchisee's account, whether as rebates from suppliers or otherwise, as payment against any amounts owed under this Agreement.

**3.11 No Right to Offset.** Franchisee agrees to not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any other agreement between the parties.

#### **4. TERM AND RENEWAL**

**4.1 Term.** This Agreement, unless otherwise terminated pursuant to the terms and conditions hereof, shall commence on the Effective Date and shall continue for a period of ten (10) years ("Term").

**4.2 Renewals.** Subject to the satisfaction of all the conditions listed below, Franchisee is granted the right to renewal of the license granted to Franchisee under this Agreement for a term of ten (10) years unless Franchisor provides Franchisee ninety (90) days advance written notice of Franchisor's intent to not renew. No right of renewal is awarded beyond the renewal term listed in this Section; provided, however, the parties may by mutual agreement renew this license further.

**4.2.1** Franchisee has notified Franchisor of Franchisee's desire to renew the license granted by this Agreement in writing at least one hundred eighty (180) days prior to expiration of this Agreement;

**4.2.2** Franchisee has remained in substantial compliance during the Term with all the terms and conditions of this Agreement and is in full compliance with this Agreement and all other agreements between the Franchisee and Franchisor at the time of renewal, as determined by Franchisor in its sole discretion;

**4.2.3** Franchisee has demonstrated to Franchisor's satisfaction that Franchisee has the right to operate the Franchised Business at the Approved Location as defined in Section 5.1 below for the duration

of the renewal term; or, if Franchisee is unable to operate the Franchised Business at the Approved Location, Franchisee has secured a substitute location, which meets Franchisor's then current standards for an Approved Location;

4.2.4 Franchisee has completed, to Franchisor's satisfaction, no later than ninety (90) days prior to the expiration of the then-current term, all maintenance, updating and retrofitting of the Franchised Business operation, software, equipment, vehicles, and accompanying third party materials, required to bring the Franchised Business into full compliance with Franchisor's then-current System standards and specifications;

4.2.5 Franchisee shall have paid all amounts due and payable under this Agreement;

4.2.6 Franchisee shall have executed, prior to the commencement of any renewal term, all documents and agreements that are customarily used by Franchisor in the granting of a license for a franchised business, including Franchisor's then current form of franchise agreement, the terms and conditions of which may differ materially from this Agreement, including without limitation, Minimum Royalty Fees and Minimum Performance Criteria (as defined in Section 9.2 of this Agreement), as well as other terms and fees that may have been increased; provided, however, that notwithstanding the foregoing, Franchisee shall not be required to pay an Initial Franchise Fee (other than the renewal fee set forth in this Section), and further provided that Franchisee shall have no further option to renew other than as provided in this Agreement;

4.2.7 Franchisee satisfies Franchisor's then-current training requirements for renewing franchisees at Franchisee's expense, as of the date of such renewal, if any. Franchisee acknowledges and agrees that Franchisor may require Franchisee or Franchisee's employees and staff to successfully complete any retraining at such times and locations as Franchisor specifies;

4.2.8 Franchisee signs a general release, in a form that the Franchisor prescribes;

4.2.9 Franchisee pays Franchisor a renewal fee equal to the greater of 15% of Franchisor's then-current Initial Franchise Fee or \$10,000 if Franchisee has attended, in person, the entirety of the Annual Conference for each of the last three (3) years of the Term of this Agreement, or the greater of 15% of Franchisor's then-current Initial Franchise Fee or \$25,000 if the Franchisee has not attended, in person, the entirety of the Annual Conference for each of the last three (3) years of the Term of this Agreement;

4.2.10 Franchisee completes and passes a background check at least one hundred twenty (120) days prior to the expiration of this agreement. Passing a background check includes, without limitation, verifying the absence of any felony indictments or convictions, as well as any pleas to misdemeanors, subject to Franchisor's sole discretion;

4.2.11 Upon renewal, Franchisee will be immediately required to achieve minimum Gross Sales of either \$350,000 for each HH Group in Franchisee's Territory, or Franchisor's then-current highest performance criteria, whichever is higher at the time of the renewal. Franchisee acknowledges that the performance criteria may also be based on a different set of criteria, including a smaller HH grouping, and the performance criteria may also include customer satisfaction ratings, as well as market presence or market penetration criteria. Franchisee acknowledges that these renewal performance criteria will be immediately effective upon renewal, and Franchisee will not be granted a waiver from the minimum Gross



Sales for the 1<sup>st</sup> and 2<sup>nd</sup> Calendar Years of the renewal term, nor will Franchisee have reduced Performance Criteria in Calendar Years three (3) through five (5) of the renewal term;

4.2.12 Franchisee meets its minimum customer satisfaction ratings, as determined by Franchisor's then-current standards at the time of renewal, which may include a minimum Net Promoter Score ("NPS") with a minimum percentage of customers surveyed; and

4.2.13 Franchisee has met the Minimum Performance Criteria described in Section 9.2 of this Agreement for at least the three (3) years preceding the end of the initial term of this Agreement, and Franchisee has attended the Annual Conference for at least the three (3) years preceding the end of the initial term of this Agreement.

Failure by Franchisee to timely complete these requirements will be deemed an election by Franchisee not to renew. Notwithstanding anything in this Agreement to the contrary, any grant of a second renewal will be subject to the terms and conditions set forth in the franchise agreement under which Franchisee is then operating, which may be materially different from the terms and conditions set forth above.

## **5. SITE LOCATION AND LEASE APPROVAL**

5.1 **Site Location.** Franchisee must secure a site approved by Franchisor, by purchase or lease, for the operation of the Franchised Business within 90 days from the execution of this Agreement ("Approved Location"). Franchisor has the right to review, evaluate and approve the proposed lease for the Franchised Business site ("Lease") prior to Franchisee's execution. In limited circumstances, Franchisee understands and acknowledges that another franchisee may locate their office within Franchisee's Territory without notice and without Franchisee's consent.

5.2 **Consent for Site Location.** Neither Franchisor's review of the Lease nor Franchisor's acceptance of the site Franchisee has selected constitutes either a representation or guarantee that Franchisee will succeed at the selected Approved Location or an expression of Franchisor's opinion regarding the terms of the Lease. Franchisor encourages Franchisee to seek independent counsel from a lawyer or business adviser to assist Franchisee in selecting a location and negotiating a lease for the Franchised Business premises.

5.3 **Relocation.** If Franchisee must relocate the Franchised Business for whatever reason, Franchisee must notify and obtain Franchisor's approval of such new Franchised Business premises in the same manner as set forth above in Section 5.2 of this Agreement. Franchisee must assure continuous operation of the Franchised Business, and accordingly, Franchisee must re-open for business at the Approved Location within three (3) business days of closing business at Franchisee's prior Approved Location.

## **6. EQUIPMENT, SUPPLIES, AND SERVICES REQUIREMENTS**

6.1 **Purchasing Requirements.** Franchisee agrees to purchase equipment, furnishings, connectivity and telecommunication services, fixtures, signs, and other services and items that are in compliance with Franchisor's System specifications as set forth in this Agreement, the Operations Manual, including SOP, or as otherwise specified by Franchisor. Franchisor reserves the right to modify or supplement Franchisor's System specifications from time-to-time and Franchisee agrees to comply with such modifications or supplements.

**6.2 System Suppliers.** Franchisee acknowledges and agrees that the designation of system supplies, equipment, services, computer software and other items ("Designated Items") creates uniformity and consistency essential to the System. Accordingly, Franchisee agrees to purchase all Designated Items from suppliers designated by Franchisor ("System Suppliers"). Franchisee acknowledges and agrees that Franchisor, Franchisor's affiliates and/or a third party may be one of several, or the only System Supplier of any item or service. Franchisee further acknowledges and agrees that Franchisor and Franchisor's affiliates have the right to realize a profit on any item or service that Franchisor, Franchisor's affiliates or Franchisor's System Supplier sells to Franchisee.

**6.3 Supplier Approval.** In the event Franchisee wishes to purchase a Designated Item from an entity other than a System Supplier, Franchisee must first seek written consent from Franchisor. To evaluate a supplier, Franchisor may request the submission of supplier's name, address, telephone number, a description of the item or service, the price of the item or service, and a sample of the item. Franchisor may base Franchisor's approval of any such item or supplier on considerations not only directly related to the item or supplier itself, but also on factors such as the uniformity, efficiency, and quality of operation that Franchisor deems necessary or desirable in the System as a whole. Franchisee acknowledges and agrees it is in the Franchisor's sole discretion whether to approve any supplier and Franchisor is under no obligation to do so, provided, however, Franchisor agrees to exercise reasonable business judgment in approval of any suppliers.

#### **6.4 Computer Systems**

**6.4.1 Computer Software and Hardware.** Franchisee agrees to purchase and use any and all computer software programs ("Software") designated for use by the System. If and at such time as Franchisor develops or adopts a software program for use in the System ("Software"), Franchisee, at Franchisee's own expense, agrees to obtain the computer hardware required to implement the Software into the Franchised Business, including all hardware required to implement the Software for any full-time employees and for any sub-contractors, and to comply with all specifications and standards prescribed by Franchisor regarding the Software, as provided from time to time in the Operations Manual, including SOP. Software is and will be proprietary to Franchisor and shall constitute Franchisor's Confidential Information (as defined in Section 10.1 of this Agreement). When Franchisor requires the implementation of this Software, Franchisee agrees to use only such Software as designated by Franchisor.

**6.4.2 Computer System Upgrades, Support, Maintenance, and Terms of Use.** Franchisee acknowledges and agrees that, from time to time, Franchisee may be required to update or upgrade computer hardware components, Software, and/or Software as directed by Franchisor. Franchisee acknowledges and agrees that Franchisor shall have the right to require Franchisee to enter into a separate maintenance agreement for such computer hardware and/or Software. Franchisee also acknowledges and agrees that Franchisee may be assessed a fee as set forth in Section 3.6.1 of this Agreement for such software support. Franchisee acknowledges and agrees to accept the Terms of Use posted by Franchisor on its website, including the Mobile Terms of Use, and Franchisee further understands that these Terms of Use are subject to change at any time without notice and that Franchisee must comply with any modified Terms of Use as posted by Franchisor.

**6.4.3 Computer System Backup.** Franchisee agrees to install a "systems backup solution" which backs up critical data in Franchisee's computer system using an off-premises storage scheme, as and when required by Franchisor. Notwithstanding the fact that Franchisee must buy, use, and maintain computer hardware and Software according to Franchisor's standards and specifications, Franchisee will

have the sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of the computer hardware and Software; and (ii) any and all consequences that may arise if the computer hardware and Software are not properly operated, maintained and upgraded. Franchisor may opt to implement its own backup system. Franchisor's use of such a backup system shall not relieve Franchisee of its obligations under this Section and Franchisee shall not rely on Franchisor for Franchisee's system backup solution needs.

**6.4.4 System Data.** Franchisee and Franchisor agree that all data transmitted, used, contained on, stored on, or entered into the computer or email system of the Franchised Business, as well as any data stored on other technology platforms that is related to the operation of the Franchised Business ("System Data"), including but not limited to, Customer Data, are deemed to have been derived from the goodwill of the Handyman Connection name and Proprietary Marks and, therefore, such System Data is considered Confidential Information and is owned by Franchisor. Franchisee is restricted from access or use of any other franchisee's data. Franchisee agrees that Franchisor may use or access such System Data for any purpose. Franchisee agrees to use the System Data only in the operation of and for the benefit of the Franchised Business, and agrees to cease all use of and promptly return all System Data to Franchisor upon termination, expiration, or transfer of the Franchised Business. Franchisee agrees that it does not own any information in the System Data, the designated Software of the Franchisor, or the @handymanconnection.com e-mail address, and that if the franchise is closed or sold, that Franchisee will not have access to any of this data. Franchisee agrees to comply with the Operations Manual and SOP, and all applicable law, whether federal, state, or local, regarding the use and safeguarding of System Data. Franchisor reserves the right to access and restrict access to the data, in its sole discretion. Franchisee is solely responsible for any data breaches, or unlawful access or use of its database, and agrees to hold the Franchisor harmless for any such acts. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards ("PCI DSS"), as such standards may be revised and modified by the PCI Security Standards Council (see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)), or any successor organization or standards that Franchisor may reasonably specify. Franchisee's requirements include, but are not limited to, implementing the enhancement, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards. Franchisee agrees to implement commercially prudent privacy policies, procedures, and practices. Franchisee agrees to notify Franchisor immediately of any known or suspected System Data breaches. Further, in event of such security breach, Franchisee agrees to fulfill all notice and other legal requirements as or on behalf of the owner, holder, and/or user of such System Data. Franchisee agrees to indemnify Franchisor as provided for in Section 16.3 of this Agreement against any claim of security breach caused by or arising out of Franchisee's operation of the Franchised Business, Franchisee's acts or omission or the acts or omissions of Franchisee's agents and assigns. For purposes of this Agreement, "Customer Data" is defined as current, prospective, and former customer names and contact information, customer purchasing histories, and credit extensions and discounts offered to Customers maintained, used or stored in any tangible or intangible media, including without limitation, hard copy or electronic formats. Franchisee further agrees to avoid actions using the technology or accounts available to Franchisee that may compromise the handymanconnection.com domain name, such as "blast" emails that could label the domain as a "spammer" or other types of actions that could cause harm to the use of the domain name.

**6.5 Telephone.** Franchisee agrees not to publish any telephone numbers for the Franchised Business other than the telephone number(s) authorized by Franchisor. Phone Service will be provided via VOIP by Franchisor's mandatory supplier and Franchisor will own the telephone number(s) Franchisee is permitted to use in connection with the Franchised Business. Franchisor reserves the right to eliminate service or redirect calls at any time upon Franchisee's failure to cure any default under this Agreement. Franchisee

may not have or use any other telephone number associated with the Franchised Business without Franchisor's written permission, which Franchisor has the right to grant or deny for any reason. All such telephone numbers or listings shall be at Franchisee's expense; shall be listed under the "Handyman Connection" name and not under Franchisee's corporate, partnership, or individual name; and are to be used exclusively in connection with the Franchised Business. Franchisee acknowledges that such telephone number(s) are the sole property of Franchisor; provided, however, that Franchisee shall pay all expenses related to the use of such telephone numbers. Franchisee further agrees to enable and pay for any phone lines required by Franchisor to be text enabled, and use Franchisor's prescribed vendor for such services. Franchisee further agrees to display in its advertising and other marketing or promotional materials, as well as in all business documents related to the Franchised Business, including without limitation contracts, purchase orders, invoices, stationery, and business cards, only the toll-free telephone number designated by Franchisor or such other number(s) as may be approved by Franchisor, subject to Franchisee's execution of a conditional assignment of telephone numbers as set forth in Exhibit B.

**6.5.1 Conditional Assignment of Telephone Number.** Franchisee hereby appoints Franchisor and any of Franchisor's officers as Franchisee's irrevocable attorney-in-law and attorney-in-fact in all matters dealing with or concerning any and all telephone numbers used in connection with the Franchised Business or any telephone directory advertisements or listings containing those telephone numbers, including but not limited to the execution at any time, whether before or after any termination of this Agreement, of any writings transferring to Franchisor or to Franchisor's designee, any and all telephone numbers advertised or listed under the Proprietary Marks; this appointment shall survive the termination of this Agreement. Franchisee shall execute Franchisor's prescribed form of conditional assignment of telephone numbers as set forth in Exhibit B.

**6.5.2 Telephone Number Assignment.** Franchisor reserves the right to assign Franchisee a telephone number that will be held in Franchisor's name. Franchisee agrees to accept such telephone number as the telephone number of the Franchised Business. By using an assigned telephone number held by Franchisor, Franchisee agrees that Franchisee does not acquire any rights to such telephone number. Upon the expiration, Transfer or termination of this Agreement for any reason, Franchisee agrees to terminate Franchisee's use of any telephone number and listing obtained by or assigned to Franchisee pursuant to this Section 6.5.2, and further agrees to assign such telephone number or listing to Franchisor or Franchisor's designee.

**6.6 Business Technologies.** Franchisee agrees to participate in, and adopt for immediate use, the technology and business systems that Franchisor prescribes, including but not limited to, extranet, print-on-demand, mobile platform, estimating platforms, blogs, texting, digital asset libraries and other technology designated by Franchisor. Franchisee acknowledges and agrees that such technologies may be used for (i) submission of Franchisee's reports due under this Agreement; (ii) viewing and printing the Operations Manual; (iii) downloading approved advertising materials; (iv) communication with the Franchisor and other System franchisees; (v) training; and (vi) other business purposes. Franchisee agrees to use such business technologies in strict compliance with the standards, protocols, and restrictions that Franchisor may establish or implement or as stated in the Operations Manual, including SOP, or other communications. Franchisee also agrees to enter into any applicable business technologies agreements as may be required by Franchisor.

Franchisee agrees to subscribe to, maintain and utilize a high-speed internet connection and an e-mail account. Franchisor will provide Franchisee with a @handymanconnection.com e-mail address that Franchisee must use for all business correspondence.

**6.7 Purchasing Cooperative.** If directed by Franchisor, Franchisee agrees to join purchasing cooperatives or other entities designated by Franchisor. Franchisee acknowledges and agrees that such entities may adopt their own bylaws, rules, regulations and procedures, subject to Franchisor's consent. Franchisor, at its discretion, may require such entity to submit monthly and annual financial statements, and can require that the annual financial statements be audited at the expense of the entity. Franchisee acknowledges and agrees that Franchisee's failure to timely pay amounts due to, or to comply with the bylaws, rules, regulations and procedures of any such cooperative is a breach of this Agreement.

## **7. OPENING REQUIREMENTS**

At least ten (10) days prior to opening the Franchised Business, Franchisee agrees (i) to secure all trade/contractor licenses that are required by applicable law for the operation the Franchised Business; (ii) to acquire all telephone, computer, connectivity and telecommunication services, furnishings and equipment as stated in this Agreement; (iii) to complete the Initial Training as stated in this Agreement; (iv) to establish an Approved Location; (v) to acquire and produce evidence of insurance as stated in this Agreement; and (vi) to hire and train a manager (the "Key Manager"), who may be the Franchisee, and Customer Service Representative as required by this Agreement. Unless otherwise agreed in writing by the Parties, the Franchised Business must be open and operating, including without limitation, compliance with these Opening Requirements, shall be completed no later than 120 days after the execution of this Agreement. Franchisee's failure to satisfy the Opening Requirements in within the time frame set forth in this Section 7 is a default under this Agreement and may result in the termination of this Agreement.

## **8. TRAINING AND SUPPORT**

**8.1 Initial Training.** Franchisee agrees to attend, and successfully complete Franchisor's initial training program ("Initial Training"). If Franchisee is a partnership, corporation or limited liability company, at least one of Franchisee's general partners, principal shareholders, or managing members, as appropriate, must attend and successfully complete the Initial Training. In conjunction with the opening of the Franchised Business, Franchisee may designate one employee or Key Manager, who may attend the operational component of the Initial Training tuition-free (the "Key Employee"). Subsequent or additional Key Employees, employees, office staff, or managers may also attend the operational component of the Initial Training upon advance notice to Franchisor, payment of then-current tuition fee, and the availability of openings in the Initial Training. Franchisor may train Franchisee's employees at its request and Franchisor shall not become a joint employer of Franchisee's employees. All training shall be held at Franchisor's headquarters, at such other locations as Franchisor may designate or virtually as designated by Franchisor. Failure to attend and successfully complete the Initial Training, in its entirety, including the full attendance at all in-person training, is a default under this Agreement and may result in the termination of this Agreement, notwithstanding whether Franchisee is purchasing the Franchised Business from an existing System franchisee via re-sale. Franchisor provides Initial Training to Franchisee to educate Franchisee and to protect Franchisor's brand standards, but such Initial Training is not intended to control the day to day operation of Franchisee's Franchised Business.

**8.2 On-going Supplemental Training.** To assist Franchisee in the operation of Franchised Business, Franchisor may offer, from time to time, additional, expanded or revised training programs and/or refresher courses for Franchisee, Franchisee's Key Employee or other managers, and/or Franchisee's employees ("Supplemental Training"). If required by Franchisor, Franchisee agrees to attend and/or direct employees or managers to attend these training programs and/or courses. Franchisor reserves the right to charge Franchisee a reasonable fee for such Supplemental Training.

**8.3 Operating Assistance.** During the term of this Agreement, Franchisor may, at Franchisee's reasonable request and subject to availability, provide Franchisee with continuing advice and guidance with respect to the operation of the Franchised Business. Franchisee understands and agrees that Franchisor shall provide only such advice and guidance which, in its sole discretion, Franchisor deems reasonably required or desired with respect to the operation of the Franchised Business. Franchisee shall have sole authority and control over the day-to-day operations of the Franchised Business, its employees and its sub-contractors.

**8.4 Annual and Regional Conferences.** Franchisor may, in Franchisor's discretion, hold annual and regional conferences at location(s) to be designated by Franchisor. Franchisee shall be required to attend such conferences in person for the entirety of the Conference, and to pay the then-current registration fee. If Franchisee fails to attend any annual or regional conference, in its entirety, then Franchisee shall pay a penalty fee of two thousand dollars (\$2,500) to Franchisor.

**8.5 Training Cost and Expenses.** All expenses related to the Initial Training, Supplemental Training, and Annual or Regional Conferences, including Franchisee and Franchisee's managers' or employees' transportation to and from the training site, lodging, meals, and wages during the training, are Franchisee's sole responsibility to pay.

**8.6 Operations Manual and Training Materials.** Franchisor will lend Franchisee or provide temporary on-line access to one (1) copy of the Operations Manual, including SOP, other training materials, and appropriate revisions as may be made from time to time; provided, however, all such materials shall at all times remain the property of Franchisor. The Operations Manual may be expanded to include other manuals at any time in Franchisor's discretion, including a brand standards or craftsman manual. These manuals, and any other manuals Franchisor creates, may either be incorporated into the Operations Manual, or stand alone as a separate manual, which Franchisee agrees to comply with in accordance with the terms of this Agreement. Franchisee agrees to operate its Franchised Business in strict compliance with the Operations Manual, including SOP, as it may be reasonably changed from time to time. These manuals are to support quality control over Franchisor's brand standards and Franchisee shall have sole authority and control over the day to day operations of the Franchised Business. The Operations Manual, including SOP, shall be considered Confidential Information under this Agreement. Franchisee shall not make any disclosure, duplication or other unauthorized use of any portion of the Operations Manual, including SOP. The provisions of the Operations Manual, including SOP, constitute provisions of this Agreement as if fully set forth herein. Franchisee shall ensure that its copies of the Operations Manual and SOP are current and up-to-date. If there is a dispute relating to the contents of the Operations Manual and/or SOP, the Franchisor will make the sole determination of the then-current Operations Manual. The cost of implementing any such changes, alterations or modifications as required by the Operations Manual and/or SOP shall be borne exclusively by Franchisee. Franchisor may require all training attendees or other recipients of training materials to sign a confidentiality agreement.

## **9. OPERATIONS**

**9.1 Compliance with Standards.** Franchisee acknowledges and agrees that the obligations set forth in this Agreement and the Operations Manual, including any SOP as are established from time to time, are reasonable and necessary for the operation of the Franchised Business and to maintain uniformity and quality control in brand standards throughout the System. Accordingly, Franchisee agrees to comply with the standards and specifications set forth in this Agreement and the Operations Manual and SOP, as revised and updated from time to time. The system standards and specifications do not include personnel

policies or procedures regarding Franchisee's staff, employees or sub-contractors that Franchisor may make available to Franchisee for its optional use. Franchisee agrees to use signs, products, services, tools, furnishings, supplies, fixtures and equipment, which comply with Franchisor's then-current standards and specifications. Franchisee acknowledges and agrees that Franchisor has the right to change, update, or otherwise modify System standards and specifications, solely in the Franchisor's discretion and that such changes, updates, or modifications may result in additional costs to Franchisee which Franchisee agrees to bear.

**9.2 Minimum Performance Criteria.** Franchisee agrees to achieve, report, and pay royalty fees on Gross Sales as required by Section 3.2 of this Agreement and further agrees that if Franchisee does not achieve the requisite level of Gross Sales within the timeframe set forth by Franchisor in this Section 9.2 (the "Minimum Performance Criteria"), then Franchisee agrees to pay annual Minimum Royalty Fees set forth in Section 3.3 of this Agreement. Franchisee acknowledges and agrees that Franchisor has the right to implement additional Minimum Performance Criteria in the future with respect to market penetration, market presence, or customer satisfaction levels (which are currently measured by the Net Promoter Score (NPS)). In addition to collecting the Minimum Royalty Fee, if Franchisee does not achieve the Minimum Performance Criteria (including Minimum Performance Criteria established in the future as described in the previous sentence), Franchisor has the right to take appropriate corrective action, which may include establishing a remedial business plan, assigning Franchisee into a franchise resale program, registering Franchisee in Franchisor's initial, on-site, or Supplemental Training programs at Franchisee's cost and expense, reducing and/or removing any exclusivity of the Territory listed in Schedule A of this Agreement, rescinding Franchisee's rights described in Section 1.2 of this Agreement to receive and service residential leads, or terminating this Agreement.

9.2.1 Franchisee must achieve certain minimum Gross Sales in the Third Calendar Year through the Tenth Calendar Year of operation as set forth below (the "Minimum Performance Requirement") or Franchisee will be in breach of this Agreement:

CALENDAR YEAR	MINIMUM PERFORMANCE CRITERIA AMOUNT FOR GROSS SALES
3 <sup>rd</sup> – 5 <sup>th</sup>	\$225,000 for each HH Group in Territory
6 <sup>th</sup> – 10 <sup>th</sup>	\$350,000 for each HH Group in Territory

If the effective date of this Agreement is in January or February, the Minimum Performance Criteria of \$225,000 per HH Group will start in the Second Calendar Year and the Minimum Performance Criteria of \$350,000 per HH Group will start in the Fifth Calendar Year.

**9.3 Personal Management.** Franchisee agrees that he or at least one of Franchisee's principals if Franchisee is a corporation, limited liability company or partnership, must devote his full-time attention and best efforts to the management and day-to-day operations of the Franchised Business, unless Franchisee delegates such duties to a Key Employee, who is approved in writing by Franchisor and who has completed the Franchisor's Initial Training. Franchisee will be the sole employer of the Key Employee. Franchisee agrees to keep Franchisor informed at all times of the identity of any employee acting as Key Employee of the Franchised Business. In the event that a Key Employee's relationship with a Franchised Business is terminated, Franchisee agrees to hire, within 30 days of such termination, a replacement who is approved in writing by Franchisor and who meets Franchisor's then current standards for Key Employees. The new

Key Employee must complete Initial Training to Franchisor's satisfaction within sixty days of hiring, subject to the availability of Franchisor's personnel; Franchisee agrees to pay any costs associated with this training. Any Key Employee(s) shall devote full time and best efforts to the day-to-day operation and management of the Franchised Business. Notwithstanding the foregoing, unless Franchisor agrees otherwise in writing, the individual executing this Agreement as the Franchisee or on behalf of Franchisee must devote his full-time attention and best efforts to the management and day-to-day operations of the Franchised Business.

**9.4 Personal Conduct.** Franchisee agrees to act honestly and ethically in all dealings with Franchisor, customers and the general public. Franchisee agrees to refrain from committing any act or pursuing any course of conduct that tends to bring the Proprietary Marks into disrepute, and to operate the Franchised Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. If requested by Franchisor, Franchisee must submit to a background check within fourteen (14) days of such request. Franchisee's failure to agree to, or to pass a background check, subject to Franchisor's sole determination, is grounds for immediate termination without an opportunity to cure. If Franchisee is accused of sexual harassment of any kind, Franchisor may, in its sole determination, terminate the Agreement without any opportunity to cure. If such termination takes place, Franchisee is still subject to all minimum performance criteria including being subject to the payment of minimum royalties listed in Section 20.9 of this Agreement.

**9.5 Staffing.** Franchisee agrees to employ and/or contract with a sufficient number of qualified, competent personnel and craftsmen, and to offer honest, ethical, prompt, courteous and efficient service to the public. Franchisee agrees to conduct the Franchised Business in accordance with the Operations Manual and meet Franchisor's current brand standards. Franchisee agrees to train and instruct, both immediately after hire and continually, Franchisee's employees, contractors and craftsmen in accordance with Franchisor's practices, policies and procedures as stated in the Operations Manual. Franchisee must conduct a yearly background check of all active craftsmen to verify that such craftsmen have not been convicted or charged with any felonies or any other crimes involving theft, fraud, sexual offenses or violent behavior. Franchisee will have sole authority and control over the staff, and craftsman, and Franchisor shall not be a joint employer of any of these persons.

**9.6 On-going Operations.** Franchisee agrees to operate the Franchised Business for, at a minimum, those months, hours and days that Franchisor specifies in the Operations Manual or SOP. Franchisee agrees to maintain the Franchised Business premises in a clean, safe and attractive manner, in accordance with all applicable laws. Franchisee agrees, at all times, to maintain such working capital as may be reasonably necessary to meet the obligations of the Franchised Business. Franchisee agrees to use best efforts to promote and increase the demand for goods and services of the Franchised Business.

**9.7 Payment of Debts.** Franchisee agrees that Franchisee is solely responsible for selecting, retaining and paying Franchisee's employees, contractors and craftsmen; paying all invoices for the purchase of goods and services used in connection with the Franchised Business; and determining whether, and on what terms, to obtain any financing or credit that Franchisee deems advisable or necessary for the conduct of the Franchised Business. Franchisee agrees to pay all obligations and liabilities to suppliers, lessors and creditors on a timely basis. Franchisee agrees to make prompt payment of all federal, state and local taxes.



**9.8 Compliance with Applicable Laws.** Franchisee acknowledges and agrees that it is solely Franchisee's responsibility to comply with all federal, state and local laws, statutes, regulations and ordinances applicable to the operation of the Franchised Business.

**9.9 Image and Identification of the Franchised Business.**

9.9.1 Franchisee acknowledges that Franchisor has developed the System to offer and sell services that will distinguish the Franchised Business from other businesses and systems. Franchisee agrees to comply with the standards, specifications and requirements that Franchisor determines from time to time in order to uniformly convey the distinctive image of a Handyman Connection Franchised Business. Franchisee agrees to offer services and products and to conduct the Franchised Business in such a manner that will serve to enhance the image Franchisor intends for the System. Franchisee expressly agrees to use Franchisee's @handymanconnection.com e-mail address for all of Franchisee's business communications.

9.9.2 Franchisee agrees to use the Proprietary Marks on all materials representing the Franchised Business, including without limitation business cards, stationery, uniforms, checks, proposals, contracts, signage, vehicle advertising, and marketing and promotional materials. Franchisee acknowledges and agrees that such use of the Proprietary Marks must (i) accurately depict the Proprietary Marks (ii) be accompanied by a statement indicating the Franchised Business is independently owned and operated by Franchisee, (iii) not be used in connection with any other trademarks, trade names or services unless specifically approved by Franchisor in writing prior to such use, and (iv) make available to Franchisor, upon request, a copy of any materials depicting the Proprietary Marks. Franchisee agrees to purchase, and maintain in good working order, at least one wrapped vehicle.

9.9.3 Franchisee agrees that any materials not furnished or made available by or through Franchisor which Franchisee wishes to use for public display, must first be submitted to Franchisor for approval, which approval Franchisor shall not unreasonably withhold, provided that such materials are current and in good taste. Franchisee acknowledges and agrees that such material must also accurately depict the Proprietary Marks and be used in a manner so as to promote or strengthen Handyman Connection brand recognition.

**9.10 Customer Satisfaction and Warranty Service.** Franchisee agrees to respond promptly to customer concerns or complaints and to use best efforts to preserve positive customer relations. Franchisee agrees to offer and honor such warranty on materials and workmanship provided by Franchisee, as Franchisor may designate from time to time in the Operations Manual or SOP. Franchisee agrees to cooperate with Franchisor in all warranty claims and shall make no statements or admissions as to liability. Franchisee agrees to promptly report warranty claims into the Custom Software and undertake all warranty work under the Proprietary Marks. Franchisee agrees that all costs and expenses associated with the administering and honoring of warranty services shall be borne by Franchisee, including any costs incurred by Franchisor in ensuring that warranty claims are promptly and properly honored, and further including all costs and expenses referred to in Section 20.7 regarding Franchisee's obligation upon termination of this Agreement. Franchisee may request Franchisor's assistance to resolve disputes or other issues between Franchisee and its customers. Franchisor, in its sole discretion, may, but has no obligation, to provide Franchisee with assistance in response to such requests. In the event Franchisee requests, and Franchisor agrees, to provide such assistance, Franchisee hereby expressly acknowledges and agrees that Franchisor may take any actions it deems necessary in its sole discretion to resolve such disputes. Franchisor, in its sole discretion, whether or not requested to by Franchisee, has the right to take actions to settle any

customer dispute, including financial settlements, or having a different contractor, or different franchisee work to try to resolve any such disputes. Franchisee shall be responsible for the costs and remedies of Franchisor's decisions. Franchisee acknowledges that any rights to the Territory set forth in Section 1.2 shall not limit Franchisor's ability to designate a different contractor or franchisee to perform work in Franchisee's Territory in furtherance of such a resolution. Franchisee shall indemnify Franchisor for all losses or damages arising from or related to Franchisor's intervention on Franchisee's behalf pursuant to this Section 9.10.

**9.11 Right to Inspect the Franchised Business.** Franchisee agrees to permit Franchisor or its authorized representative to enter the Franchised Business premises or any job site or location where Franchisee regularly conducts business or any location where Franchisee maintains books or records at all reasonable times during the business day for the purpose of making periodic evaluations and to determine if the Franchised Business is being operated in accordance with this Agreement. Franchisee further agrees that Franchisor shall have the right to contact any of Franchisee's vendors or suppliers to determine if the Franchised Business is being operated in accordance with this Agreement. In the event of such inspection or contact, Franchisee and Franchisee's staff and contractors, and any such vendors or suppliers agree to cooperate fully with such inspection and shall provide Franchisor or its authorized representatives access to Franchisee's computers and all programs and databases and all other records or information whether in electronic or hard copy or other form at any time.

**9.12 Pending Actions.** Franchisee agrees to notify Franchisor, in writing, within five (5) days of receipt of notice of any action, suit or proceeding or the issuance of any order, suit or proceeding by any court, agency or other government instrumentality, including the receipt of any notice or citation which may adversely affect the operation or financial condition of Franchisee or the Franchised Business.

## **10. CONFIDENTIAL INFORMATION**

**10.1 Trade Secrets.** Franchisee agrees that it will not, during the Term of this Agreement or thereafter, communicate, divulge to, or use for the benefit of any other person or entity, any confidential information, including the names of other franchisees, mailing lists, Customer Data, trade secrets, the Operations Manual and SOP, information about any technology used in the operation of the Franchised Business, any Handyman Connection training materials, or know-how made known to Franchisee by virtue of Franchisee's operation of the Franchised Business ("Confidential Information"). Franchisee agrees to communicate to its employees and independent third-party contractors only such Confidential Information as required in order for such employees or independent third-party contractors to operate the Franchised Business. Franchisee acknowledges and agrees that it shall be solely his responsibility to have such employees or independent third-party contractors execute the appropriate documentation, including a secrecy and confidentiality agreement in a form approved by Franchisor. Franchisee agrees that any and all information, knowledge, and know-how including without limitation, materials, data, equipment and all other items or data, which Franchisor designates as confidential, shall be deemed confidential for the purposes of this Agreement.

**10.2 Non-Disclosure.** Franchisee acknowledges and agrees that they have had no part in the creation or development of, or claims any right whatsoever in, any element of the System, the Proprietary Marks or any matters dealt with in the Operations Manual, and that all disclosures made to Franchisees relating to the System are communicated to Franchisee solely on a confidential basis and as trade secrets. Franchisee agrees to maintain the confidentiality of all such information during the Term of this Agreement and at all times thereafter.

**10.3 New Concepts.** If Franchisee, Franchisee's employees, contractors, craftsmen, or principals, develop any new concept, process or improvement in the operation or promotion of the Franchised Business, Franchisee agrees to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Franchisee acknowledges and agrees that any such concept, process or improvement shall become Franchisor's sole property; that Franchisor shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto; and, that Franchisee acquires no rights whatsoever in such concept, process or improvement and may not sell, license or provide any such concept, process or improvement to other System franchisees without Franchisor's prior written approval. Franchisee and Franchisee's principals agree to assign to Franchisor any rights Franchisee may acquire therein. Franchisee and Franchisee's principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process, or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. In the event that the grant of ownership herein is not possible or enforceable for whatever reason, Franchisee and Franchisee's principals agree to grant to Franchisor a worldwide, perpetual, non-exclusive fully paid license to use and sublicense the use of the concept, process, or improvement to the extent such use or sublicense would, absent this agreement, directly or indirectly infringe any of Franchisee's right therein.

## **11. PROPRIETARY MARKS**

Franchisee acknowledges and agrees that Franchisor is the sole and exclusive owner of the Proprietary Marks and Franchisee agrees that its right to use the Proprietary Marks is specifically conditioned upon the following terms and conditions:

**11.1 Trademark Ownership.** Franchisee acknowledges and agrees that the Proprietary Marks are valuable property owned by Franchisor, and Franchisor is the exclusive owner of all right, title, and interest in and to the Proprietary Marks and all past, present or future goodwill of the Franchised Business that is associated with or attributable to the Proprietary Marks. Franchisee's use of the Proprietary Marks shall inure to the benefit of Franchisor. Franchisee disclaims all right, title and interest in or to such goodwill and Proprietary Marks. During the Term of this Agreement, Franchisee agrees not to engage in any conduct directly or indirectly that would infringe upon, harm, or contest the rights of Franchisor in any of the Proprietary Marks or the goodwill associated with the Proprietary Marks.

**11.2 Use of the Proprietary Marks.** Franchisee agrees to use the Proprietary Marks only in connection with the Franchised Business, in a manner that accurately depicts the Proprietary Marks, and only as permitted by the Operations Manual, SOP, training manuals, Standards of Use manual or otherwise as directed by Franchisor. Franchisee agrees to comply with all trademark, trade name and service mark notice marking requirements. Franchisee agrees to conduct the Franchised Business in accordance with the standards and requirements pertaining to quality, production, signage, equipment, cleanliness, maintenance, appearance, service standards, methods of operations and sales promotions prescribed by Franchisor from time to time. Franchisee agrees to implement and abide by the requirements and recommendations of Franchisor directed to enhancing substantial uniformity of the System. Franchisee agrees not to use the "Handyman Connection" name in its corporate or entity name, except that Franchisee may use the name "Handyman Connection of..." to indicate that it is doing business as "Handyman Connection" but only upon (i) obtaining Franchisor's prior written permission; (ii) obtaining a "d/b/a" (doing business as) certificate from the state or local agency responsible for issuing such certificates that puts the public on notice that Franchisee and Franchisor are separate legal entities; and (iii) filing a copy of such d/b/a certificate with Franchisor. All stationery, paperwork, business cards and contracts of Franchisee

shall contain Franchisee's corporate or fictitious name and a conspicuously displayed notice that Franchisee operates its Franchised Business as an independently owned and operated franchise of Franchisor.

**11.3 Third Party Infringements.** Franchisee must promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks and any Custom Software Franchisor may now or hereafter designate for use in connection with the System, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks, any Custom Software, or proprietary merchandise, and the Operations Manual and SOP. In the event that any person or entity improperly uses or infringes on the Proprietary Marks, or challenges Franchisor's right to use or license use of the Proprietary Marks, Franchisee agrees that Franchisor shall have the right to control the defense of all infringement claims and litigation. Franchisee acknowledges that Franchisor shall be the sole judge as to whether a suit should be filed or what action should be instituted, prosecuted, or settled, the terms of settlement, and whether any other action shall be taken. Franchisee agrees to cooperate with any action undertaken by Franchisor in respect thereof.

**11.4 Substitutions.** If there is a claim by any party that its rights to use any of the Proprietary Marks are superior and if Franchisor determines that such claim is legally meritorious, then upon receiving written notice from Franchisor, Franchisee agrees, at its expense, immediately to make such changes and use such substitutions to the Proprietary Marks as may be required by Franchisor. Franchisee agrees not to make any changes or substitutions whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.

**11.5 Revision to the Proprietary Marks.** Franchisee recognizes that variations and additions to the Proprietary Marks may be required from time to time in order to preserve and enhance the public image of the System, to accommodate changing customer trends, or to ensure the continuing efficiency and profitability of the System. Accordingly, Franchisee agrees that Franchisor may, from time to time, upon written notice, revise the Proprietary Marks, including the adoption and use of new or modified trademarks, service marks, or trade names, and further agrees to promptly accept, implement, use and display all such changes, alterations or modifications, as directed by Franchisor. Franchisee acknowledges and agrees that the cost of implementing any such changes, alterations or modifications shall be borne exclusively by Franchisee; provided, however, that Franchisee shall be permitted to deplete any existing supplies of stationery, advertising or marketing materials that Franchisee has on hand at the time of such revisions to the Proprietary Marks so long as such supply is exhausted within a reasonable amount of time, but in no case, any longer than nine (9) months after notice from Franchisor.

## **12. RESTRICTIVE COVENANTS AND TRADE SECRETS**

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

**12.1 During the Term of the Franchise Agreement.** During the Term of this Agreement and any renewal or extension of the license granted hereunder, Franchisee agrees that neither Franchisee, its partners, members, or shareholders, nor any member of the immediate family of Franchisee or its partners,

members, or shareholders will, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership, corporation or other entity:

12.1.1 Own, maintain, engage in, be employed by, lend money or extend credit to, or have an interest in any other business offering or providing any restoration, construction, installation, renovation or remodeling services and/or products similar to those offered under the System; provided, however, that this Section does not apply to Franchisee's operation of any other Handyman Connection franchised business pursuant to a valid franchise agreement.

12.1.2 Divert or attempt to divert any business or customer of the Franchised Business to any other business or any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

12.1.3 Provide any services not authorized by this Franchise Agreement, including without limitation, any Certificate Program Services, advertise its services under any mark other than the Proprietary Marks or use any Software or computer program except as approved by Franchisor.

12.1.4 Use any Handyman Connection customer information for any reason other than the operation of Franchisee's Handyman Connection Franchised Business.

**12.2 After the Term of the Franchise Agreement.** For a period of three (3) years after the expiration and non-renewal, Transfer or termination of this Agreement, regardless of the cause, Franchisee agrees that neither Franchisee, its principals, partners, shareholders or members nor any member of the immediate family of Franchisee, its principals, partners, shareholders or members will not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person partnership, corporation or limited liability entity:

12.2.1 Enter into any business competing in whole or in part with Franchisor, Franchisor's granting of franchises or licenses; or

12.2.2 Own, maintain, engage in, be employed by, or have any interest in any other business which offers, sells or licenses any restoration, construction, renovation or remodeling services and/or any products or services of the type offered under the System, within a radius of twenty five (25) miles of the perimeter of the Territory, or five (5) miles from the perimeter of any other Handyman Connection franchise's territory in operation, or of any territory which is being considered or for which discussions are under way for a Handyman Connection franchise, as of the date of expiration and nonrenewal, Transfer or termination of this Agreement; provided, however, Franchisee may continue to operate any other System franchise for which Franchisee and Franchisor have a then-current franchise agreement;

12.2.3 Solicit business from then existing or prospective National Account or customers with whom Franchisee's former Handyman Connection franchise did business in the preceding five (5) years for any related or competitive business purpose, nor solicit any employee or craftsman of Franchisor or any other System franchisee to discontinue his employment; or

12.2.4 Own, maintain, engage in, be employed by, or have any interest in any company which engages in any business competing in whole or in part with Franchisor (including ownership or employment with any commercial or residential construction, renovation, restoration or remodeling business),

Handyman Connection franchisees, solicits work for Handyman Connection franchisees that otherwise would fall under the National Account Program, or which grants franchises or licenses for any business competing in whole or in part with Franchisor.

**12.3 Intent and Enforcement.** It is the intent of Franchisee and Franchisor that this Section 12 shall, to the fullest extent permissible under applicable law, be judicially enforced; accordingly, Franchisor and Franchisee agree that any reduction in scope or modification of any part of the non-competition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section, Franchisee acknowledges and agrees that Franchisor shall be entitled to an injunction, without bond, restraining such person(s) from any such actual or threatened breach, that Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee further agrees that the time limitations of this Section shall be tolled during any default under this Section 12.

**12.4. Employees.** Franchisee agrees to require its officers, directors, partners, members, shareholders, employees, contractors, subcontractors, and members of the immediate family of the Franchisee involved in any manner or form in the Franchised Business to execute a non-competition agreement containing provisions similar to those set forth herein and in the form approved by Franchisor, attached as Exhibit A. This Agreement does not create a fiduciary or other special relationship between the parties. No agency, employment, or partnership is created or implied by the terms of this Agreement.

**12.5 Public Owned Entity.** This Section shall not apply to any ownership by Franchisee or any other person subject to this Section of a beneficial interest of less than three percent (3%) in the outstanding securities or interests in any publicly-held entity.

### **13. ADVERTISING**

The parties acknowledge the value of standardized advertising and marketing to the growth of goodwill and public image associated with the Proprietary Marks and the System. Franchisee, therefore, agrees to actively promote the Franchised Business, to abide by all of Franchisor's advertising requirements, and to comply with this Section 13.

#### **13.1 Brand Development Fund**

**13.1.1** Franchisee recognizes and acknowledges that uniform advertising and promotion by the System, both inside and outside of the Territory, contribute to the goodwill and public image of the System and the Franchised Business. Accordingly, Franchisee agrees that Franchisor may institute, maintain and administer a brand development fund or funds ("Brand Development Fund" or "BDF") for such national, regional and other marketing programs as Franchisor, in its sole discretion, may deem necessary or appropriate to market, advertise and promote the System and the Franchised Business, including Residential Services, National Accounts, and Certificate Service Programs. Franchisee acknowledges and agrees that Franchisor shall have the complete discretion as to the use and allocation of these funds.

**13.1.2** During the Term of this Agreement, Franchisee agrees to make regular contributions to the Brand Development Fund in an amount equal to 2% of the Gross Sales of the Franchised Business. The BDF will fall to 1 ½% for annual sales from \$3,000,000 to \$5,000,000, and fall to 1% annually for sales over \$5,000,000 for each of the franchise territories. BDF Contributions shall be payable at the same time and in the same manner as Royalty Fees are payable.

13.1.3 The BDF Contributions will be accounted for separately from the other funds of Franchisor. Such contributions may be used to pay for any of the Brand Development Fund's direct program cost and/or overhead expenses related to the administration of the Brand Development Fund, including reasonable salaries, accounting and administrative costs incurred by Franchisor. Contributions to the Brand Development Fund may also be used and disbursed by Franchisor for national, regional, and/or local advertising, brand development, public relations or public relations firms, for tests and pilot programs, customer support administration, technology research and development related to the brand, consumers or craftsman, promotional events and materials, market research costs, creative and production costs, as well as to pay Franchisor for any advertising and/or promotional materials produced by Franchisor related to marketing, advertising, brand development, data analysis, research, or anything related to the consumer or craftsman. Franchisee acknowledges that Franchisor may use the BDF to satisfy any and all costs of maintaining, administering, directing, preparing, producing, placing and distributing advertising, marketing, or brand development, including both consumer and craftsman related advertising, obtaining customer and craftsman satisfaction information including the design and execution of net promoter scores, as well as to cover the costs of a national call center, virtual assistants, texting platforms and mystery shopping. Franchisor will select the types of media used and the location of the advertising and any public relations campaigns administered through the Brand Development Fund. Franchisor may use print, radio, television, telephone, telephone directories, Internet, mobile and direct mail and any other form of advertising medium that is appropriate for the use intended including the use of artificial intelligence. The media coverage may be national, regional or local in scope. Franchisor coordinates the advertising through in-house specialists and outside agencies.

13.1.4 Franchisee acknowledges and agrees that the selection of media and locale for media placement, the nature of the promotional programs, and the content of advertising and promotional material shall be at Franchisor's sole discretion and Franchisor may engage the services of an advertising agency or agencies to formulate, develop, produce, and conduct any or all such advertising and promotion, the cost of which will be payable from the Brand Development Fund. Franchisee acknowledges and agrees that Franchisor shall not assume any direct or indirect liability or obligation whatsoever towards Franchisee with respect to the direction or administration of the Brand Development Fund.

13.1.5 Franchisee understands and acknowledges that the Brand Development Fund is not intended to promote the business of a single franchisee or specific group of franchisees, but rather is intended to promote the public recognition of the Proprietary Marks, to support national brand efforts, and to benefit the Franchisor and all of Franchisor's franchisees. Accordingly, Franchisee understands and agrees that expenditures made from the Brand Development Fund may not directly benefit Franchisee and that expenditures from the Brand Development Fund in Franchisee's market area may not necessarily be proportionate to Franchisee's contributions to the Brand Development Fund. The Franchisor agrees that it will not direct the BDF Contributions in an unreasonably disproportionate share towards any franchisee.

## **13.2 Local Advertising**

13.2.1. Franchisee acknowledges and agrees that to effectively compete within the Territory, Franchisee must undertake and execute an extensive marketing and advertising program designed to promote the Franchised Business within the Territory. Therefore, in addition to making contributions to the Brand Development Fund, Franchisee agrees, at Franchisee's cost and expense, to market, advertise and promote the Franchised Business in the Territory, and shall:

(a) At a minimum, Franchisee must be listed in local or regional online directories that may be prescribed by Franchisor from time to time. If directed by Franchisor, Franchisee agrees to participate in a pro-rata share of ads by a group of local franchisees (pro-rata shall be determined by dividing the costs by the number of active franchisees in the specific area as determined by Franchisor). Franchisee further agrees to display in these listings Franchisor's toll-free telephone number for the Franchised Business and website. Franchisee agrees not to publish any telephone number for the Franchised Business other than the telephone number set forth in Schedule A of this Agreement or such other telephone number(s) as Franchisor may require or authorize.

(b) Market, advertise and promote the Franchised Business in the Territory only in a manner that will reflect favorably on the Franchisor, the Franchised Business, the services and products offered by Franchisee, and the good name, goodwill, and reputation of the System and Proprietary Marks.

(c) Not use any advertising or other marketing or promotional materials furnished by Franchisor or any other materials containing any of the Proprietary Marks for any purpose other than to market and promote the Franchised Business. Franchisee further agrees not to copy or otherwise duplicate any advertising or promotional materials prepared by or for or furnished by Franchisor without Franchisor's prior written consent. Franchisee further agrees to destroy any advertising, marketing or promotional materials that have not been approved by Franchisor.

(d) Have at least one wrapped vehicle displaying the Handyman Connection logo, website, and phone number. The vehicle wrap must be approved by Franchisor and must be well-maintained. If Franchisor changes any national logo, or branding material, Franchisor may, at its sole discretion, require the updating of vehicle wraps to align with any new logo, brand updates or marketing promotions. The costs associated with any required change will be the sole responsibility of Franchisee and Franchisee agrees to comply with any required changes within ninety (90) days of such Notice.

13.2.2 In addition to contributions to the Brand Development Fund, Franchisee agrees to spend the following amounts on local advertising in Franchisee's Territory, either by way of direct promotion or participation in a local or regional advertising cooperative with other System franchisees: (i) ten percent (10%) of Gross Sales of the Franchised Business for a period of one (1) year following the date that Franchisee begins operating the Franchised Business; (ii) eight percent (8%) of the Gross Sales of the Franchised Business if the annual Gross Sales of the Franchised Business is less than one million dollars (\$1,000,000); (iii) seven percent (7%) of the Gross Sales of the Franchised Business if the annual Gross Sales of the Franchised Business is between one million dollars (\$1,000,000) and three million dollars (\$3,000,000); and (iv) five percent (5%) of the Gross Sales of the Franchised Business if the annual Gross Sales of the Franchised Business is more than three million dollars (\$3,000,000).

Franchisee agrees that all local advertising shall be restricted to the Territory, unless pursuant to Section 1.1.1 above or, in the case of a regional or local advertising cooperative, Franchisee agrees to assure that such advertising shall directly benefit the Territory. Franchisee shall, on a quarterly basis and at such time or times as Franchisor may reasonably request, provide Franchisor with evidence that such amounts have been expended and a report of the manner in which such amounts have been expended.

If Franchisee has not spent the foregoing amounts on local advertising in any twelve-month period ending on December 31st, Franchisee agrees to make up the deficiency through supplemental expenditures in the next calendar quarter, in addition to the amount required in Section 13.2.2 above, or, if



directed by Franchisor, by making an additional contribution to the Brand Development Fund in an amount equal to the difference between the amount payable above and the amount actually spent by Franchisee on local advertising.

**13.3 Regional Advertising and Promotional Cooperative.** Franchisor shall have the right, in Franchisor's discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Advertising Cooperative"), and to determine whether the Franchised Business is part of any such Advertising Cooperative. If an applicable Advertising Cooperative has been established at the time Franchisee begins operating under this Agreement, Franchisee must immediately become a member of such Advertising Cooperative. If an Advertising Cooperative applicable to Franchisee's Territory is established at any time during the Term of this Agreement, Franchisee agrees to become a member of such Advertising Cooperative no later than thirty (30) days after the date on which the Advertising Cooperative begins operation. If the Franchised Business is within the area of more than one Advertising Cooperative, Franchisee is required to be a member of only one such Advertising Cooperative. The following provisions will apply to each Advertising Cooperative:

13.3.1 Franchisee agrees to sign all documents as required to evidence membership and participation in the Advertising Cooperative, including but not limited to, any local advertising cooperative agreement, and to be bound by the provisions of any such agreement as to the operation of the Advertising Cooperative.

13.3.2 Franchisee agrees to pay the percentage of Gross Sales, whether residential, National Accounts, or Certificate Program Services sales, ("Advertising Cooperative Contribution"), as determined by Franchisor, and Franchisee further agrees that the obligation to make such payment shall commence at the first full week after the actual opening of Franchisee's Franchised Business or the date that Franchisee joins the Advertising Cooperative.

13.3.3 Franchisee agrees to make all such payments to Franchisor at the same time and in the same manner as Royalty Fees are payable; Franchisor agrees to account separately for such funds.

13.3.4. Franchisee agrees to submit any and all information to Franchisor as requested from time to time that is required to administer the Advertising Cooperative

13.3.5 Franchisee agrees that Franchisor may disburse such funds, in a manner that is approved by Franchisor and as determined by the Advertising Cooperative.

13.3.6. Subject to Franchisor's approval, Franchisee acknowledges and agrees that the amount of the Advertising Cooperative Contribution may be increased by a majority vote of the members in good standing with both the Advertising Cooperative and Franchisor, and agrees to be bound by any such change; provided, however, the Advertising Cooperative may increase the percentage of vote required to make such changes subject to Franchisor's sole permission. The Advertising Cooperative Contribution may not be reduced unless the Franchisor agrees to such change. The percentage of Gross Sales Franchisee must pay into the Advertising Cooperative will not exceed 1% unless a majority of the members of the Advertising Cooperative in good standing with both the Advertising Cooperative and Franchisor vote for an increase, and such increase is approved by the Franchisor.

13.3.7 Each Advertising Cooperative will be organized for the exclusive purpose of administering regional or local advertising programs and developing, subject to Franchisor's approval, standardized advertising materials for use by the members in local advertising.

13.3.8 No promotional or advertising plans or materials may be used by an Advertising Cooperative or furnished without Franchisor's prior approval. All such plans or materials shall be submitted to Franchisor in accordance with the provisions of this Agreement.

**13.4 Approval of Marketing, Advertising and Promotional Materials.** Franchisee agrees to use only such marketing, advertising, or promotional materials as are furnished, approved or made available by or through Franchisor. Franchisee further agrees that such marketing, advertising, or promotional materials will only be used in a manner prescribed by Franchisor. Franchisee agrees to submit to Franchisor any marketing, advertising, or promotional materials not furnished or made available by or through the Franchisor for Franchisor's approval prior to any use or such materials. Such materials must accurately depict the Proprietary Marks, be used in a manner as to promote or strengthen brand recognition, be factual, and conform to the highest standards of advertising. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the Franchised Business, the goodwill associated with the Proprietary Marks or the System. Upon written notice, whether by a System wide posting, modification to the Operations Manual, or SOP, direct written communication to Franchisee or otherwise, Franchisee agrees to discontinue the use of any advertising, marketing, or promotional materials as directed by Franchisor. Franchisee acknowledges and agrees that Franchisee's failure to comply with such a request from Franchisor shall be a breach of this Agreement and an infringement of the Proprietary Marks. Franchisee agrees not to transfer, at any time, such marketing, advertising or promotional materials to any third party without Franchisor's prior written consent.

**13.5 Ownership of Advertising Materials.** Franchisee acknowledges and agrees that Franchisor is the sole and exclusive owner of all copyrights in any and all marketing, advertising or promotional materials made available to Franchisee that have been prepared by or on behalf of Franchisor or contain any of the Proprietary Marks, and that such materials shall at all time remain the exclusive property of Franchisor.

#### **14. ACCOUNTING, RECORDS, REPORTS, AUDITS AND INSPECTIONS**

**14.1 Bookkeeping and Accounting Records.** Franchisee agrees to establish a bookkeeping and accounting system conforming to such requirements as are prescribed by Franchisor in its Operations Manual or SOP from time to time. In the event that Franchisor establishes a computerized bookkeeping or accounting system for its franchisees, Franchisee agrees to use and adopt such system within ninety (90) days of receiving notice from Franchisor, to pay all reasonable fees charged by Franchisor or others for the use of such system, and to purchase or lease all computer hardware and Software required for such system. Franchisee further consents and agrees that Franchisor may access the information stored by this system at any time, whether online or in person.

**14.2 Business Records.** Franchisee agrees to establish a record-keeping system conforming to such requirements as are prescribed by Franchisor in its Operations Manual from time to time. Such record-keeping system shall include a complete record of all work performed in connection with the Franchised Business, including copies of all estimates, proposals, and contracts, and a complete listing of all work performed by any subcontractors or employees engaged by Franchisee, including copies of all contracts, invoices or statements. Franchisee agrees to make such records available for inspection and/or copying

by Franchisor or its authorized representatives during regular business hours in order to determine whether Franchisee has complied with the record-keeping provisions of this Agreement.

**14.3 Financial Reports and Inspections.** Franchisee agrees to submit to Franchisor the following in a manner as designated by Franchisor:

**14.3.1 Daily Reports.** Franchisee agrees to submit, at the end of each business day, in the form or manner designated by Franchisor, all data and information regarding contacts, leads (work orders), estimates, jobs booked and jobs completed, and containing the Gross Sales generated by the Franchised Business during that business day and such other information about the Franchised Business as requested by the Franchisor. Unless otherwise designated by Franchisor, daily submissions shall be made through Franchisor's Custom Software.

**14.3.2 Monthly Profit and Loss Reports.** Franchisee must (a) update and complete a financial reconciliation on Franchisor's prescribed accounting software by the 15<sup>th</sup> of each month (for the preceding month), and (b) send Franchisor an accurate Profit and Loss statement in the form specified by Franchisor and including these monthly financial accounts ("Monthly P&L Statements") within ten (10) days of receiving notice from Franchisor. Monthly P&L statements must include the calculation of per job profitability. Failure to send complete and accurate Monthly P&L Statements to the Franchisor within 10 days of any request will be deemed a Default of the Franchise Agreement. In the event of such a Default, (a) Franchisee shall pay a penalty fee of \$500, (b) Franchisor shall have the right to enroll Franchisee, at the Franchisee's sole cost, in an outside Bookkeeping and/or accounting service in order to properly obtain and maintain accurate financial records, and (c) Franchisor may take any other action permitted pursuant to Section 19 of the Franchise Agreement. If, in Franchisor's opinion, Franchisee demonstrates operational or financial difficulties, Franchisor may require Franchisee to prepare and provide an unaudited balance sheet at the same time and in the same manner as the Monthly P&L Statements.

**14.3.3 Annual Reports.** Franchisee shall provide unaudited annual profit and loss statements and balance sheets prepared in accordance with generally accepted accounting principles that follow Franchisor's standard chart of accounts to Franchisor within thirty (30) days following the end of the Franchisee's fiscal year ("Annual Reports"). Franchisor reserves the right to modify the reporting periods and other characteristics of the Annual Reports from time to time upon written notice to Franchisee. Franchisee's fiscal years must end on December 31<sup>st</sup> of each year. Failure to send complete and accurate Annual Reports to Franchisor at the time or in the manner prescribed by Franchisor, including, without limitation, Franchisee's failure to prepare the Annual Reports in accordance with GAAP principles, or failure to submit the Annual Reports by January 31<sup>st</sup>, will be deemed a Default of the Franchise Agreement. In the event of such a Default, (a) Franchisee shall pay a penalty fee of \$1,000 for every month beyond January 31<sup>st</sup> in which the Franchisee does not submit a complete and accurate Annual profit and loss statement, (b) Franchisor shall have the right to enroll Franchisee, at the Franchisee's sole cost, in an outside Bookkeeping and/or accounting service in order to properly obtain and maintain accurate financial records, and (c) Franchisor may take any other action permitted pursuant to Section 19 of the Franchise Agreement. In addition to our other rights, you also authorize us, and give us the rights, to request, and to receive, all financial information related to the operation of the business from outside vendors, and that you agree to not try to impede our right to receive such information.

**14.3.4 Tax Returns.** Franchisee agrees to provide a true copy of all state, federal, and local income tax returns, together with all accompanying schedules, filed by Franchisee, which shall be provided within thirty (30) days after such tax returns are due to the respective state, federal, and local taxing

authorities. If Franchisee or an affiliate of Franchisee owns any additional businesses that perform any services related to home improvement, contracting, home inspections, or any other services that Franchisor reasonably believes could overlap with the services provided by the Franchised Business, Franchisee agrees to provide any tax returns for any such businesses within ten (10) days of Franchisor's request. Franchisee further agrees to execute any IRS or related forms that are necessary to provide Franchisor with access to the tax returns described in this Section. If Franchisee fails to provide a true copy of all annual state, federal and local income tax returns, together with all accompanying schedules by September 30<sup>th</sup> of any year, regardless of any extensions granted by any state, federal or local tax authority, they will be deemed to be in Default of the Franchise Agreement and be subject to a penalty fee of \$100 per day the full tax documentation is not received by the corporate office.

**14.3.5 Inspection and Audit of Books and Operations.** Franchisee agrees to permit Franchisor and its agents and representatives to inspect Franchisee's records, premises, related activities, and method of operations from time to time during regular business hours, without advance notice, and to contact Franchisee's vendors, suppliers and third-party contractors in order to determine that Franchisee is in compliance with the quality control and reporting provisions of this Agreement and the Operations Manual. Franchisee agrees that Franchisor shall have the right to inspect hard copy and electronic files and data, to obtain copies of such files and data, and to interview Franchisee and Franchised Business employees, craftsmen, customers, third-party contractors, suppliers and vendors. If Franchisee does not provide any and all records, files, data or other materials necessary to effectuate the purpose of this Section 14.3.5 to Franchisor upon request, such failure shall be deemed a Default of the Franchise Agreement. Franchisee agrees to meet at Franchisor's principal place of business or other locations designated by Franchisor, for the purpose of discussing and reviewing Franchised Business operations, financial performance and other matters. If Franchisor, in its sole discretion, determines it is necessary or advisable to perform an on-site review of Franchisee's books, records and/or operations, whether or not the Franchisee has requested such visit, Franchisor shall be entitled to collect all costs actually incurred by Franchisor and its representatives in connection with such visit, including, without limitation, the cost of airfare, hotel, food and other travel costs.

**14.3.6 Fee Adjustment for Underpayment.** In the event that any such examination, audit or inspection discloses that Franchisee has not paid or has underpaid Franchisor any amounts that Franchisor is entitled to receive under this Agreement, Franchisor is entitled to debit Franchisee's account immediately for the corresponding unpaid amounts. If sufficient funds are not available in Franchisee's bank account at this time, Franchisee agrees to pay to Franchisor, within ten (10) days after receipt of written notice, any such unpaid amount plus interest on the unpaid amount at a rate of one and one-half percent per month (18% per annum) or the maximum rate permitted by law, whichever is less, from and after the date Franchisor notifies Franchisee of such underpayment.

Franchisee acknowledges and agrees that if any such examination or audit discloses an understatement of Franchisee's Gross Sales or a variance of two percent (2%) or more from the data reported to Franchisor regarding any item which is a component of the computation of fees due to Franchisor, then Franchisee shall reimburse Franchisor for all costs incurred in conducting such audit, examination, or inspection. Furthermore, if any such examination or audit discloses an understatement of Franchisee's Gross Sales or a variance of two percent (2%) or more from the data reported to Franchisor regarding any item which is a component of the computation of fees due to Franchisor, then, in addition to any other right it may have, Franchisor may conduct such further periodic audits and/or examinations of Franchisee's books and records as Franchisor reasonably deems necessary for up to two years thereafter and such further audits, inspections or examinations shall be at Franchisee's sole expense, including without limitation, professional

fees, travel, and room and board expenses directly related thereto. Furthermore, Franchisee acknowledges and agrees that if Franchisee understates or underreports Gross Sales, or if a subsequent audit or examination conducted within the two-year period discloses any understatement or variance of two percent (2%) or more, then, in addition to any other remedies provided for in this Agreement, at law or in equity, Franchisor shall have the right to terminate this Agreement immediately. If Franchisee is terminated at least in part as a result of underreporting Gross Sales, Franchisee will be required to pay the current Calendar Year's Minimum Royalty Fee as set forth in Section 20.9 as though the Franchisee has caused the Termination of this Agreement.

In order to verify the information supplied by Franchisee, Franchisee acknowledges and agrees that Franchisor may reconstruct Franchisee's Gross Sale through any reasonable method of analysis and reconstruction. Franchisee agrees to accept any such reconstruction of Gross Sales unless Franchisee provides evidence in a form satisfactory to Franchisor of Franchisee's Gross Sales within 14 days from the date of notice of understatement or variance.

**14.3.7 Credit and Trade References.** Franchisee hereby authorizes Franchisor to make inquiries of Franchisee's bankers, suppliers, and other trade creditors as to their dealings with Franchisee in regard to the Franchised Business, to discuss the affairs, finances, and accounts of the Franchised Business. By execution hereof, Franchisee authorizes and directs such bankers, suppliers, and other trade creditors to discuss with Franchisor the affairs, finances and accounts of the Franchised Business, and to provide information and copies of invoices relating to sales or other dealings with such persons in any way relating to the Franchised Business. Franchisee agrees, upon the request of Franchisor, to execute and deliver such documents as may be required to permit such banks, suppliers, or other trade creditors to release or disclose any such information and documents to Franchisor.

## **15. INSURANCE**

**15.1 Types of Insurance.** Franchisee agrees, at its sole cost and expense, to obtain and maintain in full force and effect throughout the Term of this Agreement, such types and amounts of insurance as are set forth in the Operations Manual or SOP, from insurance carriers that maintain an AM Best rating of "A" or better. The parties acknowledge that current requirements include the following:

**15.1.1 Workers' Compensation Insurance.** Workers' compensation policy in such form and amount as prescribed by Franchisor from time to time, but in no event shall such insurance be in a form and for such lesser amounts as may be required by laws of the state(s) which has jurisdiction over the Franchised Business. Employer's Liability insurance shall be provided in amounts not less than:

- \$1,000,000 each accident for bodily injury by accident
- \$1,000,000 policy limit for each bodily injury by disease
- \$1,000,000 each employee for bodily injury by disease

In addition, to the extent applicable law allows, Franchisor requires that all workers' compensation policies contain a "Waiver of Subrogation" clause in favor of Franchisee and Franchisor. Franchisee shall not hold themselves out as Franchisor's affiliate's agent, legal representative, partner, subsidiary, joint venture or employee and Franchisee will indemnify Franchisor for any liability arising from any labor or employment law violations.

**15.1.2 Automobile Liability Insurance.** Automobile liability, including coverage for all owned, hired, and non-owned vehicles, shall be maintained with minimum limits of \$1,000,000 combined single limit or such other amount as shall be required under the Operations Manual or SOP from time to time.

**15.1.3 General Liability Insurance.** Commercial general liability insurance covering all operations by or on behalf of Franchisee, providing insurance for bodily injury liability and property damage liability for the limits indicated below. Coverage should include premises and operations, product and completed operations and contractual liability. Limits of liability should be provided in amounts not less than:

- \$1,000,000 per occurrence
- \$2,000,000 products and completed operations aggregate
- \$2,000,000 general aggregate
- \$1,000,000 personal and advertising injury

The general liability policy shall name Franchisor as additional insured utilizing ISO form CG 2029 or its equivalent. The policy shall include a waiver of the insurance carrier's right of subrogation against Franchisor using ISO form CG 2404 or its equivalent and shall provide that the policy cannot be cancelled without thirty (30) days prior written notice to Franchisor. In "Monopolistic States" (Ohio, North Dakota, Washington and Wyoming), employers' liability (sometimes referred to as "Stop Gap") coverage must be purchased separately or added to the general liability insurance. It is expressly agreed and understood that the insurance afforded the additional insured(s) shall be primary insurance and that any other insurance carried by Franchisor shall be excess of all other insurance carried by Franchisee and shall not contribute with Franchisee's insurance.

**15.1.4 Employee Dishonesty Insurance.** Employee dishonesty insurance with minimum limits of \$5,000 per loss, including coverage for theft against third parties.

**15.1.5 Umbrella Liability Insurance.** Umbrella liability insurance with a limit of at least \$1,000,000 per occurrence and in the aggregate and shall apply over the general liability, automobile liability, and employer's liability policies as required above.

**15.2 Certificate of Insurance.** Prior to the commencement of operations, Franchisee agrees to furnish to Franchisor a Certificate of Insurance documenting that the required insurance coverage is in effect, together with a copy of all such insurance policies. All policies shall be renewed annually through the Term of this Agreement and Franchisee shall cause a renewal Certificate of Insurance for each required coverage to be mailed or e-mailed to Franchisor prior to the expiration of such coverage.

**15.3 Insurance Requirements as Minimums.** Franchisee understands and acknowledges that preceding amounts of coverage are minimum amounts that may be increased throughout the Term of the Agreement by modification to the Operations Manual and/or SOP and do not represent a recommendation by Franchisor as to the amount of insurance coverage Franchisee should maintain for the Franchised Business. If any changes are made to the amounts of insurance through the Operations Manual and/or the SOP, Franchisee agrees to make such changes within thirty (30) days of such notice. Franchisee further acknowledges and understands that it is Franchisee's sole responsibility to determine the proper insurance coverage that is appropriate to protect Franchisee's interest and that Franchisee should seek the advice of an independent insurance broker to assist Franchisee in making an informed determination. Franchisee also agrees that no deductible under any one insurance policy will be greater than \$5,000, except that

Franchisee may have a deductible of up to \$10,000 on Franchisee's excess liability insurance described in Section 15.1.5 above.

**15.4 Placement of Insurance by Franchisor.** If Franchisee fails to take out or keep in force any insurance required by Section 15.1 above or should any such insurance not be as required in Section 15.1 above, Franchisor may, in its sole discretion, without assuming any obligation in connection therewith, purchase such insurance and charge the cost to Franchisee. Franchisee agrees to immediately reimburse Franchisor for all costs incurred by Franchisor in connection with the placement of such insurance.

**15.5 Third-Party Subcontractors Insurance.** Franchisee agrees not to permit any third-party subcontractor to perform any work or offer any services on behalf of Franchisee in regard to the Franchised Business unless such subcontractor maintains insurance coverage in such amounts and types as Franchisee is required to maintain under the provisions of this Section 15 with the specific addition that subcontractors cannot exclude principals from its Workers' Compensation coverage and that liability policies name Handyman Connection as an additional insured on a primary and non-contributory basis, for ongoing and completed operations. Franchisee agrees to maintain evidence of such insurance by its subcontractors and to provide such proof of insurance as Franchisor may require, in its sole discretion, from time to time.

## **16. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION**

**16.1 Independent Contractor Status.** Franchisee acknowledges and agrees that Franchisee is an independent contractor responsible for full control over the management and daily operations of the Franchised Business and that neither party to this Agreement is the agent, principal, employee, partner, employer or joint venturer of the other party. All letterhead, business cards, advertisements, contractual agreements of the Franchised Business shall conspicuously designate the Franchised Business as independently owned and operated. Franchisee shall have the sole authority and control over (a) the day to day operations of the Franchised Business, and (b) its employees and subcontractors. Franchisor is not a joint employer of Franchisee's employees or subcontractors. Neither this Agreement, nor Franchisor's course of conduct, should be interpreted to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors.

**16.2 No Liability.** Franchisee acknowledges and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf or to incur any debt or other obligations in Franchisor's name. Franchisee further agrees that Franchisor is not responsible or otherwise liable for any injury, loss or damage resulting from, occasioned, or suffered by any person or persons or to any property because of any services provided or products sold by it to Franchisee. Franchisee further agrees that Franchisor is not liable for any direct, incidental, or consequential damages, including, but not limited to, lost profits, lost savings, lost revenue, or consequential, punitive, or incidental damages arising out of or in any way connected to a technology-related problem such as e-mail, software, mobile platform, website, estimating software, or from a virtual assistant or call center,

**16.3 Indemnification.** Franchisee and Franchisee's principals agree to indemnify, defend and hold Franchisor, Franchisor's affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless against and to reimburse them for all claims, demands, suits, obligations, liabilities and damages ("Claims"), including any and all taxes, directly or indirectly arising out of, in whole or in part: (a) the operation of the Franchised Business, including the use, condition, or operation of the Franchised Business Premises, the sale of any services by Franchisee and Franchisee's advertising including any e-mail or texting campaigns; (b) the use of the Proprietary Marks and other

Proprietary materials; (c) the Transfer of any interest in this Agreement or the Franchised Business; (d) from any act, omission, debt or any other obligation of Franchisee; (e) the infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Franchisee's principals of any patent, mark or copyright or other proprietary right owned or controlled by third parties; (f) libel, slander or any other form of defamation of Franchisor, the System or any franchisee operating under the System, by Franchisee or by any of Franchisee's principals; (g) any liability arising from Franchisee's labor or employment law violations; or (h) any data theft or cybersecurity issues with regards to any customer information used in connection with the Franchised Business. For purposes of this indemnification, "Claims" shall mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys' and expert witness fees, costs of investigation, court costs, other litigation expenses, and travel and living expenses, whether or not such Claims exceed the amount of insurance coverage available through Franchisee to Franchisor. Franchisor shall have the right to defend any such Claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Franchisee's and each of Franchisee's principals' obligations to indemnify the Indemnities and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration, transfer or termination of this Agreement.

## **17. SECURITY TO FRANCHISOR**

**17.1 Security Agreement.** Franchisee agrees, in order to secure payment and performance of any and all obligations from time to time owing by Franchisee to Franchisor, to provide, at the request of Franchisor, a security interest or interests by a security agreement, in such form as is provided by Franchisor, in such inventory, equipment, personal property, tangible and intangible and other assets of the Franchised Business all proceeds and accounts of the Franchised Business ("Collateral") and in such amount or amounts and upon such terms as Franchisor, in its absolute discretion, shall require. Any failure to provide such security within ten (10) days following the receipt by Franchisee of the written request specifying the nature and extent of such security required, shall be deemed to be a material default under this Agreement. If Franchisee receives financing through the SBA, the SBA shall be granted a lien on the business assets of Franchisee as required in the SBA's loan authorization. In such cases, the SBA's lien shall terminate upon the earlier of: (i) the loan being repaid in full; or (ii) if the SBA no longer has any interest in the loan.

**17.2 First in Priority.** Franchisee warrants and agrees that the security granted to the Franchisor in this Section shall have priority over any other security interest in the Collateral and the Collateral is otherwise unencumbered, except for any security interest granted to a third party in connection with the original financing of the Franchised Business. Franchisee expressly agrees that Franchisor's security interest will take priority over any security interest granted to a third party in connection with the transfer or resale of the Franchised Business.

**17.3 Secured Party.** Franchisee acknowledges and agrees that Franchisor shall have all rights and remedies of a secured party under the Uniform Commercial Code (UCC) or the like of any state in which the Franchised Business is located, including the right to take possession of the Collateral. If requested by Franchisor, Franchisee agrees to execute and deliver to Franchisor financing statements and/or such other documents to perfect Franchisor's interest in the Collateral within ten (10) days of Franchisee's receipt of such documents from Franchisor.

**17.4 Other Agreement.** Franchisee agrees to execute or cause to be executed such other guaranties or instruments as Franchisor may require from time to time to secure the payment and performance of any



and all obligations from time to time owing by Franchisee to Franchisor including a personal guaranty in the form attached hereto as Exhibit C.

## **18. SALE, ASSIGNMENT, TRANSFER AND ENCUMBRANCES**

**18.1 Transfer.** Franchisee acknowledges and agrees that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted to Franchisee the rights and license contained herein in reliance of Franchisee's business skills and financial capacity, and if Franchisee is a corporation or limited liability company, then in reliance upon the owner's business skills and financial capacity. Accordingly, Franchisee agrees not to sell, assign, sub-franchise, transfer, convey, give away, pledge, mortgage, lease or otherwise encumber any interest in this Agreement ("Transfer") without the prior written consent of Franchisor. Franchisee acknowledges and agrees that any purported assignment or Transfer, by operation of law or otherwise, without the prior written consent of Franchisor, shall be null and void and shall constitute a material breach of this Agreement.

**18.2 Conditions for Transfer.** Franchisee acknowledges and agrees that Franchisor may condition its approval of any proposed Transfer of the Franchised Business or the license granted under this Agreement upon the satisfaction of the following:

18.2.1 All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and System Suppliers and all other outstanding obligations related to the Franchised Business have been satisfied, including payment of any Minimum Royalty Fees due pursuant to Section 3.3; provided, however, that the amount of the Minimum Royalty Fee due will be determined on a pro rata basis based on the number of months or portion of a month during which the Franchised Business operated for the Calendar Year in which the transfer is finalized;

18.2.2 Franchisee must cure all existing defaults under the Agreement, or any other agreements between Franchisee and Franchisor, Franchisor's affiliates and System Suppliers within the cure periods and have substantially complied with such agreements during their respective terms;

18.2.3 Franchisee and Franchisee's principals, and the transferee must execute a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, Franchisor's affiliates, and officers, directors, shareholders and employees, in their corporate and individual capacities;

18.2.4 As a condition of Franchisor's approval of transfer, Franchisee or transferee must provide Franchisor a copy of the executed purchase agreement relating to the proposed Transfer with all supporting documents and schedules, and Franchisor must approve of such purchase agreement prior to execution, including but not limited to Franchisee's and proposed transferee's framework for addressing warranty claims;

18.2.5 The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses good moral character, business reputation and credit rating; has the aptitude, skills, and ability to conduct the business to be transferred; and has adequate financial resources, capabilities and capital, and does not own, maintain, engage in, be employed by, be a creditor of, or have any interest in any other business offering services and/or products similar to those offered under the System, except that the transferee may be an existing Handyman Connection franchisee; and Franchisee must pay the current fee set by Franchisor for any background checks, and personality profile tests for the proposed transferee;

18.2.6 Franchisee or transferee shall pay all third party broker fees and shall pay to Franchisor the then-current transfer fee (with such fees paid prior to or contemporaneously with the execution of the franchise agreement described in Section 18.2.7), and otherwise comply with the terms of Franchisor's transfer policy then in effect and if Franchisor, or Franchisor's representatives, locate the potential buyer, Franchisee understands and agrees that additional fees will apply, including the payment of Franchisor's representative and paying Franchisor its current re-sale fees;

18.2.7 Transferee must execute Franchisor's then-current form of franchise agreement and thereafter satisfactorily complete Franchisor's training program at transferee's expense within the time frame Franchisor sets; provided, however, Franchisor reserves the right to revoke its consent to any Transfer if the transferee does not meet all training requirements;

18.2.8 Franchisee and Franchisee's principals if Franchisee is a business entity, and the members of their respective families who have been involved in the operation of the Franchised Business, must agree in writing to comply with the post termination provisions of this Agreement, including but not limited to, covenants, restrictions and agreements to be performed or observed by Franchisee in accordance with Sections 10, 11 and 12 of this Agreement and that such Sections survive the Transfer;

18.2.9 Transferee must obtain, with the time limits set by Franchisor, and maintain thereafter all permits and licenses required for the operation of the Franchised Business, which includes the purchase of a new software license in the event that Franchisee does not transfer the entirety of Franchisee's Franchised Business to the transferee;

18.2.10 Franchisor shall have the right to disclose to any proposed transferee revenue or sales reports and other financial information concerning Franchisee and the Franchised Business as supplied by Franchisee to Franchisor, and Franchisee further expressly consents to and further agrees that Franchisor and Franchisor's representatives can (but are not obligated to) discuss with Franchisee and/or the proposed transferee all matters related to any transfer and/or proposed transfer at any time without liability (including Franchisor's opinion regarding the terms of sale, performance of the Franchise Business, term remaining on this Agreement, etc.);

18.2.11 In Franchisor's opinion, the purchase price and terms of the proposed Transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Franchised Business and performance under its franchise agreement;

18.2.12 Either Franchisee or the prospective transferee agrees to assume all responsibility for any warranty work. It is agreed that it shall be at Franchisor's option to determine whether the Franchisee or the prospective transferee shall have primary responsibility for any warranty work; provided, however, if neither the prospective transferee nor Franchisee performs the warranty work within fourteen (14) days of notice of the need for such warranty work to be performed, then Franchisor shall have the right to perform such warranty work and charge either Franchisee or the prospective transferee the cost to perform such warranty work plus Franchisor's then-current administration fee;

18.2.13 Franchisor has the right, in its sole discretion, to change the name of the Territory, and alter or amend the zip codes in the Territory that may be transferred to a new buyer, including a reduction in the size of the Territory by removing certain zip codes; and

18.2.14 In any event, Franchisor may withhold or condition Franchisor's consent to any Transfer as Franchisor deems appropriate based on the circumstances of the Transfer or otherwise; provided, however, that Franchisor shall not unreasonably withhold, delay, or condition its consent to a Transfer by Franchisee.

**18.3 Transfer of Assets.** Franchisee acknowledges and agrees that a sale or transfer of all or substantially all of the assets of Franchised Business or the sale of the Franchised Business not in the ordinary course of business shall be deemed a Transfer and such Transfer shall be subject to the provisions in this Section 18.

**18.4 Sale of Share or Other Interest in Franchised Business.** If Franchisee is a corporation, partnership, limited liability or other business entity, Franchisee agrees that any transfer of ownership or control whatsoever, shall be deemed to be Transfer of this Agreement and shall be subject to all of the provisions of this Section 18. Franchisee agrees to provide, upon Franchisor's request, a certificate certifying the then current shareholders, directors, officers, members, or partners, as the case may be, of the Franchised Business. Franchisee further agrees that it will cause the share certificates, articles of incorporation or organization, partnership or operating agreement and other documents of ownership to have typed or written a legend stating that such shares, documents of title, or ownership interests are subject to this Agreement and the restrictions on Transfer contained herein.

**18.5 Assignment to Controlled Entity.** If Franchisee is an individual or sole proprietorship, Franchisee may, at any time after providing Franchisor with thirty (30) days written notice, Transfer all of the Franchisee's right and obligations under this Agreement to a corporation or limited liability entity without any applicable transfer fee or any grants of first right of refusal to Franchisor, provided that such Transfer is in compliance with this Section 18.5, and further provided that Franchisee is and throughout the Term of this Agreement remains a principal executive officer of the entity and the beneficial and registered owner of not less than fifty-one percent (51%) of the issued and outstanding voting shares or ownership interests of such entity and that Franchisee agrees to:

18.5.1 cause the corporation or limited liability entity and its directors, officers, shareholders, and members to acknowledge and ratify this Agreement, to agree in writing to be bound by all the provisions hereof, and to execute such form of agreement as may be specified by Franchisor relating to the assumption by such entity of all rights and obligations under this Agreement;

18.5.2 cause the share certificates, articles of incorporation or organization, partnership or operating agreement or other documents of ownership to have typed or written a legend stating that the business entity is formed or organized solely for the purpose of operating a Handyman Connection franchised business and that such shares, documents of title, or ownership interests are subject to this Agreement and the restrictions on Transfer contained herein;

18.5.3 cause the corporation or limited liability entity to restrict the issuance of and its directors, members or shareholders to restrict the transfer of shares or interests of the entity so that Franchisee shall continuously own fifty-one percent (51%) of the issued and outstanding shares or interests and cause the entity to keep Franchisor current as to the names and addresses of the directors, shareholders, members of and those persons financially involved in the corporation or limited liability entity;

18.5.4 pay to Franchisor all reasonable legal costs and expenses and other fees and charges incurred by Franchisor in connection with such assignment and the preparation, execution and filing of any of the documents referred to in this Section 18.5;

18.5.5 satisfy all accrued monetary obligations of Franchisee to Franchisor and any government authority, prior to Transfer;

18.5.6 cause the corporation or limited liability entity and all shareholders or members of the transferee entity to enter into a written assignment and assumption of liability agreement, in a form satisfactory to Franchisor, with the transferee entity assuming all Franchisee's obligations hereunder;

18.5.7 cause all shareholders or members to enter into a written agreement, in a form satisfactory to Franchisor, jointly and severally guaranteeing the full payment and performance of the transferee entity's obligations to Franchisor; and

18.5.8 ensure that no new shares of common or preferred voting stock or membership interests in the corporation or limited liability entity shall be issued to any person, persons, partnerships, associations, or corporations without obtaining Franchisor's prior consent.

**18.6 Right of First Refusal.** Franchisee agrees that any person or entity holding any interest in the Franchised Business and who desires to accept a bona fide offer from a third party to purchase or otherwise Transfer such interest in the Franchised Business shall notify Franchisor in writing of each such offer, provide Franchisor with name and address of the third party and a copy of the sales agreement. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor or its nominee intends to purchase such seller's interest on the same terms and conditions offered by the third party. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor or its nominee as in the case of an initial offer. Franchisee acknowledges and agrees that the failure of Franchisor to exercise the option afforded by this Section 18.6 shall not constitute a waiver of any other provisions of this Agreement, including the requirement of this Section 18 with respect to the purposed Transfer. Notwithstanding the foregoing, Franchisor will not exercise its right of first refusal under this Section 18.6 if exercising such right would result in Franchisor becoming a partial owner of the Franchised Business.

**18.7 Effect of Consent to Transfer.** Franchisee acknowledges and agrees that Franchisor's consent to a Transfer is not a waiver of any claims Franchisor may have against Franchisee, and Franchisee is not relieved of any obligations to Franchisor, including any defaults by any transferee. In all cases, Franchisee's obligations under Section 20 will survive any Transfer or attempted Transfer of this Agreement. It is further agreed that Franchisor will not have any liability to Franchisee or any proposed or actual transferee as a result of or in connection with Franchisor's examination and/or possible consent or withholding of consent to any Transfer or proposed Transfer, or Franchisor's exercise of any rights under this Agreement. Franchisee agrees to indemnify and hold Franchisor harmless from any liability to Franchisee, the proposed transferee or otherwise related to or in connection with any actual or proposed Transfer.

**18.8 Assignment by Franchisor.** Franchisee acknowledges and agrees that Franchisor may, at any time, sell, transfer, or assign its interest in this Agreement. In the event of such a sale, transfer or assignment by Franchisor of this Agreement or any interest therein, to the extent that the purchaser, transferee or assignee shall assume the covenants and obligations of Franchisor under this Agreement,

Franchisor shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations. The consent of Franchisee to such sale, transfer or assignment shall not be required and, notwithstanding any such sale, transfer or assignment, Franchisee shall continue to be fully bound by this Agreement.

#### **18.9 Death or Permanent Disability of Franchisee.**

18.9.1 If Franchisee, or the person with a controlling interest in the franchise, dies or is permanently disabled, then Franchisee's interest in this Agreement may be transferred to a third party subject to the provisions of this Section 18.

18.9.2 Any Transfer under this Section shall be completed within ninety (90) days from the date of death or permanent disability. If such Transfer does not occur within the ninety-day time period, the Agreement and all rights and licenses granted hereunder will automatically terminate.

18.9.3 "Permanent disability" shall be determined by two (2) licensed practicing physicians. One licensed practicing physician will be selected by Franchisor while the second licensed practicing physician will be selected by Franchisee. If these two (2) licensed practicing physicians cannot agree on whether a permanent disability exists, they shall jointly appoint a third licensed practicing physician whose expert opinion shall be controlling. In addition, a permanent disability may be found if Franchisee or the person with a controlling interest in the franchise is unable to personally or actively participate, on a full time basis, during normal business hours, in the management of Franchised Business for ninety (90) consecutive days ("Period of Disability"). The Period of Disability shall be deemed to commence on the first day that Franchisee or the person with a controlling interest does not attend to the business of the Franchised Business on a full time basis. Unless and until Franchisee or the person with the controlling interest shall have returned to attending to the business of the Franchised Business on a full time basis for twenty (20) consecutive business days, the Period of Disability shall be deemed to have continued without interruption.

18.9.4 Franchisor is under no obligation to operate the Franchised Business, or incur any obligation on behalf of any disabled Franchisee during or after the Period of Disability. If necessary, Franchisee (or Franchisee's legal representative) shall appoint an acting interim manager, subject to Franchisor's approval, to operate the Franchised Business on Franchisee's behalf and at Franchisee's expense during the Period of Disability. The interim manager will be deemed to be an employee of Franchisee.

### **19. BREACH AND TERMINATION**

19.1 **Termination of Rights.** Franchisee acknowledges and agrees that upon termination of this Agreement for any reason whatsoever or upon its expiration, all of the rights and licenses granted to Franchisee hereunder shall terminate and have no further force or effect.

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

19.2.1 **Voluntary Bankruptcy.** If Franchisee is or becomes insolvent, makes an assignment for the benefit of creditors, files or threatens to file a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any

federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Franchised Business.

**19.2.2 Involuntary Bankruptcy.** If proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisee's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Franchisee or the Franchised Business without Franchisee's consent, and the appointment is not vacated within 60 days.

### **19.3 Termination by Franchisor**

**19.3.1 Franchisor's Option to Rescind.** Franchisee acknowledges and agrees that Franchisor may, before the completion of Initial Training, in its sole and absolute discretion, rescind this Agreement. If Franchisee was a re-sale, and Franchisor chooses to rescind the Agreement, no amount of money will be given to the Franchisee from the Franchisor. Upon rescission, all the rights and licenses granted to Franchisee hereunder shall terminate. Notwithstanding, Franchisee acknowledges and agrees that he or she shall remain bound, even after rescission of this Agreement, to those obligations contained in Sections 10 and 12.

**19.3.2 Franchisor's Option to Terminate.** Franchisee acknowledges and agrees that if Franchisee has not commenced operation of the Franchised Business under this Agreement within 120 days of the signing of this Agreement or if Franchisee does not successfully complete the Initial Training, or if Franchisee does not obtain the proper permits and licenses to operate the Franchised Business, Franchisor has the option to terminate this Agreement and the licenses granted hereunder, by giving Franchisee 20 days written notice of its intent to terminate. If Franchisee does not cure the default and commence operation of the Franchised Business before the expiration of the twenty-day time period, the Agreement and all licenses granted hereunder shall immediately terminate. Upon such termination, the parties agree to deliver to each other such releases and other instruments as Franchisor may reasonably require so as to fully terminate any and all agreements between the parties.

**19.3.3 Termination with Opportunity to Cure.** Franchisee acknowledges and agrees that Franchisor has the right to terminate this Agreement ten (10) days after giving Franchisee written notice ("Cure Period"), if any of the following defaults remain uncured after expiration of the Cure Period:

(a) If Franchisee fails to pay as and when due any amounts owed under this Agreement or under any promissory note with Franchisor.

(b) If Franchisee (i) fails to submit the Annual Reports, which shall include, without limitation, an unaudited profit and loss statement for the prior calendar year, on or before January 31<sup>st</sup>, or (ii) fails to submit any other reports required under this Agreement within 10 days of the date any such report is due.

(c) If Franchisee fails to maintain the prescribed hours of operation for the Franchised Business.

(d) If Franchisee fails to maintain the proper insurance, licenses, permits or certificate and other applicable authorizations for the Franchised Business.

(e) If Franchisee has failed to submit timely reports and/or remittances for any two (2) reporting periods within any 12-month period.

(f) If Franchisee fails to maintain the strict quality controls required under this Agreement or the Operations Manual and/or the SOP, or has six (6) or more material customer complaints for every one thousand (1,000) customers with respect to the Franchised Business in any twelve (12) month period, whether resolved or not resolved, or if Franchisee does not meet a minimum threshold of customer

experience ratings as determined by the Franchisor's current customer experience ratings (currently this is referred to as the Net Promoter Score (NPS)). Franchisor has the sole discretion to establish any minimum threshold of customer experience ratings, but Franchisor agrees to provide at least ninety (90) days prior notice to Franchisee (and such notice may be provided via e-mail or Franchisor's intranet) prior to enforcing a particular level of customer experience ratings as provided in this Section.

(g) If Franchisee breaches any of the terms or conditions of this Agreement or fails to observe, perform or comply with any of the rules, bulletins, directives or other notices issued by Franchisor or set forth in the Operations Manual.

(h) If a final judgment is rendered in an amount in excess of \$10,000 by any court or tribunal against either Franchisee or any guarantor hereunder and such judgment shall not be satisfied, discharged, vacated or execution thereof stayed within twenty (20) days after entry thereof or within such time period as action must be taken in order to discharge, vacated or stay execution of the judgment, whichever shall be the earlier.

(i) If Franchisee fails to return the phone call of any officer, director, employee, or any other individual associated with Franchisor or Franchisor's affiliates, within ten (10) days of said phone call.

(j) If Franchisee fails to meet Franchisor's stated requirements, as provided in the SOP, regarding the capture of customer information, including valid, unique e-mail addresses.

(k) If Franchisee fails to purchase, install and maintain a vehicle wrap on their vehicle.

(l) If Franchisee fails to submit a true copy of all state, federal, and local income tax returns, together with all accompanying schedules, filed by Franchisee, which shall be provided within (30) days after such tax returns are due to the respective state, federal, and local taxing authorities. If Franchisee files any extension to any state, federal or local taxing authority, the Franchisee is still required to submit all paperwork accompanying such extension, and regardless of any extension requests, whether granted or not by such taxing authorities, all tax returns must be submitted to the Franchisor by September 30<sup>th</sup> of the year the such taxes were originally due.

**19.3.4 Termination without Opportunity to Cure.** Franchisee acknowledges and agrees that Franchisor may terminate this Agreement and all rights granted hereunder, without a right or opportunity to cure, upon written notice of termination, in the event of the following:

(a) If there are two (2) or more incidents of any breach within a twelve (12) month period whether cured or uncured for which Franchisor has provided notice and opportunity to cure, if applicable. The incidents of breach may be of the same violation or different violations of this Agreement, the Operations Manual, SOP or any other agreement between Franchisee and Franchisor.

(b) If any audit reveals that Franchisee has understated Franchisee's Royalty, BDF Contributions or other advertising payments by more than 2%.

(c) Franchisee makes a misrepresentation or omission of any material fact relevant to the decision of Franchisor to enter into this Agreement.

(d) Any Transfer or attempted Transfer that is without the consent of Franchisor or otherwise not in compliance with Section 18 of this Agreement;

(e) Subject to Section 18.9 of this Agreement, if Franchisee or the person with a controlling interest in Franchisee shall die or become permanently disabled.

(f) If Franchisee or any guarantor violates any of the in-term covenants not-to-compete, the covenants of non-disclosure, or covenants of confidentiality set forth in this Agreement.

(g) If Franchisee fails to meet the Minimum Performance Criteria, as defined in Section 9.2.

(h) If Franchisee commits, undertakes to, or otherwise becomes involved in fraudulent conduct in relation to its dealings with Franchisor.

(i) If Franchisee abandons the Franchised Business or fails to continuously and actively operate the Franchised Business for five (5) calendar days (unless caused by an act of God or other circumstance beyond Franchisee's control), ceases, threatens or takes actions to cease business or to liquidate the assets of the Franchised Business, or stops making payments in the ordinary course of business. Abandonment may include such conduct as failure to make updates in the Custom Software, or the failure to return phone calls to customers or Franchisor.

(j) If either Franchisee or any guarantor hereunder makes or attempts to make a general assignment for the benefit of creditors or a bulk sale of their assets, institutes or has instituted against either of them any proceeding relating to insolvency or bankruptcy, has a custodian, receiver or similar person appointed over all or part of the Franchised Business, or in the event any lessor, lien holder or other similar party takes possession of any of the assets or property of Franchisee or the Franchised Business, or if Franchisee or guarantor hereunder commits or suffers any default under any contract or lease pertaining to the Franchised Business.

(k) If Franchisee or any guarantor, hereunder is a corporation, partnership, limited liability company, trust, or other entity becomes in-active, winds-up, dissolves, liquidates, merges, or otherwise ceases to exist, whether voluntarily or involuntarily, or in the event of forfeiture or other loss of charter.

(l) If Franchisee is unwilling to, or does not comply with requests to submit to a background check, or if Franchisee or any guarantors hereunder are convicted of or plead no contest to a felony, any act of theft, fraud, or other offense involving moral turpitude, or any crime or offense that is likely to adversely affect the reputation of the Franchisee or any owner, the Franchisor, the Franchised Business, the System or the goodwill associated with the Proprietary Marks.

(m) If a levy or writ of attachment, judgment, or lien is placed against Franchisee or any of the guarantors hereunder, which is not released or bonded against in thirty (30) days, or if Franchisee or any guarantor hereunder becomes insolvent, or if Franchisee fails, within fifteen (15) calendar days after notice of non-compliance by federal, state, or local governmental authorities, to comply with any law or regulation applicable to the Franchised Business.

(n) If Franchisee or any of the guarantors hereunder fail to comply with the Anti-Terrorist obligation of this Agreement or any federal, state, or law of regarding the same.

(o) If Franchisee or Franchisee's owners, shareholders, members, or partners engage in any misconduct that unfavorably affects the reputation or goodwill or otherwise brings discredit on the Franchisor, the System, and/or Proprietary Marks or otherwise brings discredit on the entire franchise organization, including, but not limited to, willful acts of dishonesty toward the Franchisor, property owners, insurers, and other third parties dealing with Franchisee, Franchisor or other franchisees.

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

(q) If Franchisee commits any default under any other agreement between Franchisee and Franchisor. Similarly, Franchisee acknowledges and agrees that any default under any other agreement or any other obligation between Franchisor and Franchisee is a default under this Agreement.

(r) If Franchisee does not allow Franchisor and its agents and representatives to conduct an on-site inspection of the Franchisee's records, premises, and method of operations during regular business hours, regardless of whether Franchisor provided prior notice to Franchisee.

(s) If Franchisee fails to attend the Handyman Connection Annual Conference for two consecutive years, regardless of any fees paid in connection therewith (including any Attendance Fee or penalty for failing to attend).

(t) If Franchisee fails to report any completed sales for two (2) consecutive months.

(u) If Franchisee is accused of harassment of any kind by any prospective customer, customer, employee, or subcontractor, Franchisor may, in its sole determination, terminate the Agreement without any opportunity to cure.



19.4 **Additional Remedies.** Franchisee expressly consents and agrees that that the remedies provided by this Agreement upon default, termination, and otherwise may not be adequate remedies to address the harm to Franchisor by default listed above; therefore, in addition to any other remedies Franchisor may have at law, Franchisor may obtain an injunction and/or appointment of a receiver of the Franchised Business to terminate or prevent the continuation of any existing default, or to prevent the occurrence of any threatened default by Franchisee of this Agreement.

19.5 **Set-Off by Franchisor.** Notwithstanding anything contained in this Agreement, upon Franchisee's failure to pay to Franchisor any amounts provided for herein when due, Franchisor shall have the right to deduct any and all such amounts remaining unpaid from any monies or credits held by Franchisor for the account of Franchisee.

19.6 **Franchisor Right to Discontinue Supplying Items or Services Upon Default.** Franchisee acknowledges and agrees that, upon Franchisee's default, Franchisor may stop selling or providing Franchisee goods or services until Franchisee has cured the default or Franchisor may require that Franchisee pay cash on delivery, pay in advance for goods and services, or pay by certified check. Franchisee acknowledges that no such action by Franchisor shall be deemed constructive termination of this Agreement, change in competitive circumstances, or similar characteristics, and Franchisee agrees that Franchisee shall not be relieved of any obligations under this Agreement because of this action.

19.7 **Step in Rights.** Franchisee acknowledges and agrees that in addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights, Franchisor may have against Franchisee, upon failure to cure any default within the applicable time period (if any), Franchisor has the right, but not the obligation, to exercise complete authority with respect to the operations of the Franchised Business until such time as Franchisor determines, in Franchisor's sole discretion, that the default is cured, and Franchisee is otherwise in compliance with this Agreement. Franchisee agrees to reimburse Franchisor for all costs, expenses, and overhead, if any, incurred in connection with such Franchised Business operations. Franchisee further agrees to hold Franchisor harmless from any and against any fines, claims, suits, or proceedings, which may arise out of Franchisor's operation of the Franchised Business.

## **20. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION**

Upon expiration or termination of this Agreement, for whatever reason, Franchisee agrees to comply with the following:

20.1 **Pay all Monies Owed.** Within ten (10) days after such expiration or termination, pay to Franchisor all outstanding Royalty Fees, BDF Contributions, Advertising Cooperative fees, Software fees, technology fees, minimum performance fees, any and all amounts owed under this Agreement, and any other sums owed by Franchisee to Franchisor.

20.2 **Discontinue Use of Marks and Confidential Information.** Immediately discontinue the Franchised Business and the use of the Proprietary Marks, Confidential Information and any other proprietary rights licensed under this Agreement and other similar names or marks, or any other designations or marks associating or formerly associating Franchisee with Franchisor or the System, and any conduct that might tend to give the general public the impression that Franchisee is or was associated with Franchisor or the System, including all social media sites such as Facebook and LinkedIn.

**20.3 De-identification.** Promptly execute such instruments or take such actions as may be necessary to discontinue Franchisee's use of any fictitious business name containing any of the Proprietary Marks and to remove Franchisee's listing as a Handyman Connection franchise from all telephone or internet directory or trade or business directories or other media listings. Within ten (10) days after such expiration or termination, make available to Franchisor for inspection all vehicles and equipment for the purpose of allowing Franchisor to confirm the removal of all identification with respect to the System and the Proprietary Marks. If Franchisee fails to de-identify the Franchised Business and any wrapped vehicle bearing Franchisor's Proprietary Marks within ten (10) days after such expiration or termination, Franchisor may take all actions Franchisor deems necessary to de-identify the Franchised Business and any wrapped vehicle, and Franchisee shall immediately reimburse Franchisor for 150% of the cost thereof. Franchisee expressly acknowledges and agrees that Franchisor shall have the right to deduct the amounts payable set forth in this Section 20.3 via the EFT Program. Payment of this amount shall be in addition to all other amounts due and payable in connection with the termination or expiration of this Agreement, including any attorneys' fees and other costs and expenses to which Franchisor is entitled under the terms of this Agreement. Franchisee's payment of this amount shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies to enforce this Section 20 and the covenants set forth in Section 12.

**20.4 Return of Confidential Information.** Within ten (10) days after of such termination or expiration Franchisee agrees to deliver to Franchisor all copies of the Operations Manual, forms, software, including but limited to, custom or proprietary software or other software owned or developed by Franchisor and any copies thereof, signage, and Customer Data, and any other Confidential Information.

**20.5 Assignment of Telephone Numbers, URLs, Domain Names, Website Addresses, Email Addresses, and other forms of Telecommunication and Listings.** Within ten (10) days after such expiration or termination, take all actions and execute all instruments that may be necessary to assign all telephone numbers, URLs, web site addresses, domain names, email addresses, and other forms of telecommunications and listings used in connection with the Franchised Business to Franchisor or any other party designated by Franchisor, or at Franchisor's option to cancel or redirect to another number or address such telephone numbers, addresses, or listings.

**20.6 Power of Attorney.** Franchisee hereby irrevocably appoints Franchisor as Franchisee's attorney-in-fact to execute in Franchisee's name and on Franchisee's behalf all documents necessary to discontinue Franchisee's use of the Proprietary Marks and the Confidential Information. Further, upon termination or expiration of this Agreement for any reason, Franchisor, may, in its sole discretion:

20.6.1 Enter Franchisee's premises to retrieve or destroy all computer programs supplied by Franchisor or containing Confidential Information, on any and all computers, owned, leased, rented or in any way operated for the benefit of the Franchised Business;

20.6.2 Direct all existing telephone numbers, URLs, domain names, emails, web sites, and any other forms of telecommunication that have been used in any way in the operation of, or association with the Franchised Business to be transferred, disconnected or referred to another number or address;

20.6.3 Retrieve the Operations Manual and any other proprietary material and software;

20.6.4 De-identify the premises at Franchisee's expense to the extent such de-identification has not been timely and completely performed by Franchisee.

**20.7 Customer Obligations and Warranties.** Franchisee agrees to fulfill all of the obligations to customers under all outstanding contracts and any warranties provided to customers of the Franchised Business, notwithstanding the expiration or termination of this Agreement. If Franchisee does not fulfill these obligations, Franchisor will provide notice to Franchisee and the Franchisee agrees, within fourteen days after notice, to pay to Franchisor the greater of two percent (2%) of Franchisee's total Gross Sales for the preceding twenty-four (24) months or \$15,000. The parties acknowledge that this is not a liquidated damages provision and relates only to the fulfillment of outstanding customer contracts and warranties. Upon Franchisor's conclusion that Franchisee has satisfied all of its obligations pursuant to this Section, Franchisor agrees to return such sum, after deducting any amounts expended to satisfy Franchisee's outstanding obligations. Franchisee acknowledges and agrees that the payment of the above amount to Franchisor shall not relieve Franchisee from its obligations to consumers and payment of such amount shall not operate to eliminate or otherwise alter Franchisee's duty to indemnify Franchisor as stated in Section 16.3 of this Agreement.

Franchisee further agrees that if such amount paid to Franchisor for customer obligations is found to be insufficient to cover the cost and expense of any one or all of Franchisee's customer obligations, then, upon demand by Franchisor, Franchisee shall immediately, but no later than ten (10) days after such demand, pay to Franchisor such additional amounts as may be needed to cover the cost and expense of such customer obligations.

**20.8 Continuing Obligations.** All obligations and rights which expressly or by their nature survive the Transfer, expiration or termination of this Agreement will continue in full force and effect until they are satisfied or by their nature expire, including but not limited to, indemnification, non-competition obligations, payment of amounts owed, and maintenance of confidentiality. If this Agreement is terminated because of default of Franchisee, Franchisee will not be released or discharged from Franchisee's obligations, including payment of all amounts then due and other amounts which would have become due under this Agreement if Franchisee had continued in operation as a Franchised Business for the full Term. Franchisor's remedies will include, but not limited to, the right to collect the present value of these amounts owed to Franchisor. Franchisee and the guarantors herein agree to sign a general release if Franchisor chooses, in its sole discretion, to waive in whole or in part Franchisor's rights to collect any amounts that would have become due if Franchisee would have continued operation of the Franchised Business.

**20.9 Minimum Royalty Due Upon Termination by Franchisee.** In addition to all other obligations upon termination, and except as stated in Section 18.2, if Franchisee causes the termination of this Agreement in any manner, after the Third Calendar Year, Franchisee agrees to pay the then-current calendar year's Minimum Royalty Fee plus the following two Calendar Years' Minimum Royalty Fees, which must be paid in full upon termination of this Agreement. If Franchisee causes the termination of this Agreement in any manner prior to the completion of the Third Calendar Year, Franchisee agrees to pay the Minimum Royalty Fee for the Fourth Calendar Year and Fifth Calendar Year. In addition to the foregoing, if such termination occurs after May 1<sup>st</sup> of any Calendar Year, then Franchisee agrees to also pay an additional 25% of the Minimum Royalty Fee for the following year's Calendar Year. In addition, if the Franchisee has not attended the Annual Conference in person, in its entirety, for any of the three (3) years prior to Franchisee causing the termination of this Agreement, the Franchisee will owe an additional 50% of the sixth Calendar Years' Minimum Royalty Fee. Franchisee acknowledges and agrees that Franchisor's right to collect such amounts is in addition to any other rights and remedies available under this Agreement and applicable law. If Franchisee causes the termination of this Agreement in any manner, a Termination and Release Agreement (T&R) must be executed. If the Franchisee fails to execute a T&R, in addition to the fees stated above, the Franchisee will continue to annually accrue additional performance criteria for

the life of the franchise agreement as if such termination never took place. Franchisee agrees that the requirements in this Section 20.9 supersede the language in Section 20.8 above.

**20.10 Execute a copy of our Current Release.** Franchisee agrees that upon termination or expiration of this Agreement, that they will execute a copy of our current Release. Failure to comply with and execute a Release will not relieve the Franchisee of any of the post-termination obligations.

## **21. DISPUTE RESOLUTION**

### **21.1 Internal Dispute Resolution and Mediation**

**21.1.1 Internal Dispute Resolution.** Franchisee agrees that, subject to Section 21.1.2, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way related to, this Agreement, or any of the parties' respective rights and obligations arising out of this Agreement, shall be brought first to Franchisor's management. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

**21.1.2 Mediation.** At Franchisor's option, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 21.1.1 above, must be submitted first to non-binding mediation, in either the city or county of Franchisor's Headquarters, or Chicago, IL, under the auspices of the American Arbitration Association ("AAA"), in accordance with the AAA's Commercial Mediation Rules then in effect. Before commencing any arbitration against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and Franchisor and Franchisee shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement.

Franchisee acknowledges and agrees that Franchisor shall not be required to first attempt internal dispute resolution as set forth in this Section 21.1 for any controversy, dispute, or claim regarding Franchisor's allegation that Franchisee is violating or threatening to violate or poses an imminent threat to violate:

- (a) any of Franchisor's federally protected intellectual property rights in the Proprietary Marks, the System or Franchisor's Confidential Information; or
- (b) any claims pertaining to or arising out of any warranty issued; or
- (c) any of the restrictive covenants contained in this Agreement.

**21.2 Arbitration.** If not resolved by mediation, Franchisee acknowledges and agrees that all disputes and claims relating to or arising out of this Agreement or any other agreement entered into between the parties, the rights and obligations of the parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement or any other agreement between the parties shall be settled by arbitration in either the city or county of Franchisor's Headquarters,

or Chicago, IL in accordance with the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The Franchisor shall have the sole right to choose either of the two locations. The rights and duties of the parties to this Agreement to resolve any disputes by arbitration shall be governed by the Federal Arbitration Act, as amended. The following shall supplement and, in event of a conflict, shall govern any arbitration: If the claim is for less than \$50,000 then the matter shall be heard before a single arbitrator. If the claim or a counterclaim, is for \$50,000 or more, the matter shall be heard before a panel of three (3) arbitrators and each party shall appoint an arbitrator, and the appointed arbitrators shall appoint a neutral arbitrator from the AAA’s list of arbitrators. Each party must bear its own costs of arbitration including the fee for the arbitrator they appointed; provided, however, that the neutral or the single arbitrator’s fee shall be shared equally by Franchisor and Franchisee.

21.2.1 Whether the matter is heard by a single arbitrator or three, the arbitrator’s award shall be rendered within seven (7) days of the close of the hearing and shall include all fees, costs and attorney’s fees for Franchisor if it is the prevailing party. The arbitrators shall have no authority to amend or modify the terms of this Agreement. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration, except to the extent such issue may have been determined in another proceeding between the parties. Judgment upon the award of the arbitrator shall be submitted for confirmation to the United States District Court for the District where Franchisor’s headquarters is located, and, if confirmed, may be subsequently entered in any court having competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

21.2.2 Notwithstanding anything to the contrary in this Agreement, Franchisor shall not be required to arbitrate the following disputes or claims against Franchisee:

- (a) non-payment of any fees or other amounts owed under this Agreement;
- (b) injunctive claims; and
- (c) claims that may be asserted by Franchisor against Franchisee in any action to which a third party, not a party or guarantor under this Agreement, is a party litigant.

**21.3 Third Party Beneficiaries.** Franchisee acknowledges and agrees that Franchisor’s officers, directors, shareholders, affiliates, agents and/or employees are expressed third-party beneficiaries of the Agreement including this Section 21, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by Franchisee.

**21.4 Injunctive Relief.** Franchisee acknowledges and agrees that nothing contained in this Agreement shall prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect the System or Franchisor’s interest prior to the filing of any arbitration proceeding or pending the hearing or handing down of a decision or award pursuant to any arbitration proceeding conducted under this Agreement.

**21.5 Jurisdiction and Venue.** With respect to any proceeding not subject to arbitration, the parties agree that any action at law or in equity instituted against either party to this Agreement shall be commenced only in the United States District Court or state trial court in the city or county of Franchisor’s headquarters.

**21.6 JURY TRIAL WAIVER.** WITH RESPECT TO ANY PROCEEDING NOT SUBJECT TO ARBITRATION, THE PARTIES HEREBY AGREE TO WAIVE AND DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, REGARDLESS OF

WHICH PARTY BRINGS SUIT. THE WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PERFORMANCE OF EITHER PARTY UNDER ANY SUCH AGREEMENT, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

**21.7 Class Action Waiver.** The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between Franchisee and Franchisor or its affiliates or employees, whether through mediation, arbitration or litigation, may not be consolidated with any other proceeding between Franchisor and any other person or entity.

**21.8 Waiver of Punitive Damages.** Franchisee waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages, including, without limitation, lost profits, that it may have against Franchisor arising out of any cause whatsoever, whether such cause be based in contract, negligence, strict liability, other tort or otherwise, and agrees that in the event of a dispute, its recovery shall be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, specifically including without limitation, the waiver of any right to consequential damages.

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

**21.10 No Defense.** Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising under or out of this Agreement, shall not constitute a defense to Franchisor's enforcement of the restrictive covenants and obligations of confidentiality contained in Sections 10 and 12 of this Agreement. Franchisee agrees to pay all costs and expenses, including attorney's fees that Franchisor incurs in connection with the enforcement of such restrictive covenants and obligations of confidentiality.

**21.11 Limitation of Action.** Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the action, transaction, or occurrence upon which such action is based or the expiration of one (1) year after the complaining party became aware of facts or circumstances reasonably indicting that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.

## **22. GUARANTY OF PRINCIPALS**

If Franchisee is a corporation, limited liability company, partnership, or trust, Franchisee agrees that each of its shareholders, members, partners, trustees, and beneficiaries owning, controlling or having an interest

greater than ten percent (10%) ("Guarantors") and each of the Guarantor's spouses ("Spouses"), hereby personally and unconditionally guarantee, without notice, demand or presentment, Franchisee's performance under this Agreement or any other agreement between the parties, including without limitation, the payment of all of Franchisee's monetary obligations under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such Guarantors and Spouses further agree to be bound by the restrictions on Franchisee's activities upon Transfer, termination, expiration or non-renewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such Guarantors and Spouses must execute a continuing personal guaranty in the form attached in Exhibit C. If Franchisee is an individual, Franchisee's spouse must execute a continuing personal guaranty in the form attached in Exhibit C.

### **23. GENERAL PROVISIONS**

**23.1 Gender, Number, and Person.** Throughout this Agreement, the use of the singular number shall include the plural and vice versa, the use of gender shall include the masculine, feminine, and neuter genders, and the word "person" shall include an individual, a trust, a partnership, a body corporate or politic, a limited liability entity, an association or other incorporated or unincorporated entity.

**23.2 Joint and Several.** If two or more individuals or entities, or any combination thereof, shall sign or be subject to the terms and conditions of this Agreement or as guarantor hereof, the liability of each of them under this Agreement shall be deemed to be joint and several.

**23.3 Severability.** The Parties agree that if any provision of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning that renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Agreement are severable, and, if for any reason whatsoever, any term or condition of this Agreement or the application of any such term or condition shall be held to be invalid or unenforceable, then all other terms and conditions of this Agreement or the application of such terms and conditions shall not be affected thereby, and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**23.4 Notice.** All notices, approvals, or other communications (collectively "Notices") required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered by either e-mail, hand delivery or delivery by a commercial courier service or by registered or certified mail, return receipt requested, postage prepaid and addressed to Franchisor at Trident Investment Partners, Inc. d/b/a Handyman Connection 11115 Kenwood Road, Blue Ash, Ohio 45242 or Franchisor's then current headquarters, to the attention of the Chief Executive Officer, and to Franchisee at the Approved Location of the Franchised Business or to such other addresses as may be provided by either party to the other in writing from time to time. Such Notices, if mailed, shall be deemed to have been given on the second business day, following such mailing, if e-mailed by the Franchisor shall be deemed to have been given on the date sent, or if e-mailed to the Franchisor, shall be deemed to have been given upon receipt and opening by the CEO or, if delivered by hand, shall be deemed to have been given on the day of delivery. Until the Franchised Business is open for business, Franchisor may send Franchisee Notices to any address appearing in Franchisee's franchise application or any other address of record. Notice to any one Franchisee or guarantor of the Franchised Business, shall be deemed effective as to all Franchisees under this Agreement.

**23.5 Headings, Articles and Numbers.** The headings, article numbers and table of contents, if any, appearing in this Agreement or any schedule or exhibit hereto are for reference only and shall not in any way affect the construction or interruption of this Agreement

**23.6 Governing Law; Jurisdiction.** This Agreement shall be deemed to have been written, approved and accepted in the State of Ohio and the construction and interpretation of this Agreement, wherever executed and wherever performed, shall be governed by the laws of the State of Ohio.

**23.7 Time is of the Essence.** Time shall be of the essence of this Agreement and of every part thereof.

**23.8 Further Assurances.** The parties hereto agree to execute and deliver such further and other agreements or documents, to cause such meetings to be held, resolutions passed and by-laws enacted, and to exercise their vote and influence and do and cause to be done any further and other acts and things as may be necessary in order to give full effect to this Agreement and every part hereof.

**23.9 Binding Agreement.** Subject to the restriction on assignment herein contained, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective, heirs, executors, administrators, successors and assigns. The parties agree that this Agreement may not be modified or supplemented except by means of written agreement signed by both Franchisee and Franchisor. However, Franchisee acknowledges and agrees that changes to the Operations Manual and SOP are binding and do not require any acceptance by Franchisee, written or otherwise, to be effective and enforceable.

**23.10 When Binding Upon Franchisor.** This Agreement is not effective until signed by an authorized officer of Franchisor.

**23.11 Cumulative Rights of Franchisor.** The rights of Franchisor under this Agreement are cumulative and no exercise or enforcement by Franchisor of any right or remedy hereunder shall preclude the exercise or enforcement by Franchisor of any other right or remedy hereunder or which Franchisor is otherwise entitled by law to enforce.

**23.12 Force Majeure.** In the event that any party is delayed in the performance of any act required herein by labor dispute, inability to procure materials, power failure, restrictive government laws or regulations, riots, insurrection, war, epidemic, pandemic, quarantine, or other reasons of a like nature not the fault of such party, the performance of such act and the time for performance thereof shall be extended for a period equivalent to the period of such delay, up to a maximum of three (3) months. The provisions of this Section 23.12 shall not operate to excuse Franchisee from the prompt payment of any amount due Franchisor under this Agreement, and does not apply to any Minimum Performance Criteria, and the due date of any payment of Minimum Royalty Fees. The parties stipulate that force majeure shall not include the novel coronavirus Covid-19 pandemic, nor any of its variations, which is ongoing as of the date of the execution of this agreement.

**23.13 Entire Agreement.** This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties and supersedes all previous agreements and understandings between the parties in any way relating to the subject matter hereof. The parties have had a reasonable opportunity to review this Agreement. In the event of an ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the



provisions of this Agreement; provided, however, nothing herein is intended to disclaim any representations made in the Franchise Disclosure Document provided to Franchisee.

**23.14 Anti-Terrorist Certification.** As a condition of entering into this Agreement, Franchisee hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity or agent of such individual or entity, that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to, the individuals and entities listed the on Annex to Executive Order 13224 or other such individuals and entities that may be later designated by the United States under any governmental authority. Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism laws by Franchisee, its owners, principals, guarantors, or employees shall constitute grounds for immediate termination of this Agreement and any other agreement between Franchisor and Franchisee.

**23.15 Execution of Franchise Agreement.** Each of the undersigned Parties warrants that it has the full authority to sign and execute this Agreement. If Franchisee is a partnership, corporation, or limited liability company, or other business entity, the person executing this Agreement on behalf of such entity warrants to Franchisor, both individually and in his/her capacity as a member, officer, partner or otherwise, that the entity has read and approved this Agreement, including any restrictions which this Agreement places upon the rights to transfer their interest in the business entity.

**23.16 Non-waiver.** Franchisee agrees that Franchisor's delay, failure or neglect to exercise any right or remedy under this Agreement, or Franchisor's acceptance of any late or partial payment, or failure to insist upon full compliance by Franchisee with his/its obligations shall not constitute a waiver of any provision of this Agreement or any right or remedy against Franchisee. It is further agreed that any waiver of the happening of any event under this Agreement on any one occasion shall not be deemed to be a waiver by Franchisor of any subsequent happening of any such event. All money received by Franchisor from Franchisee or any guarantor may be applied to their respective indebtedness as Franchisor, in its sole discretion, may choose.

## **24. ACKNOWLEDGEMENTS**

**24.1** Franchisee and any guarantor hereunder acknowledge that they have conducted an independent investigation of the System and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee and any guarantor hereunder acknowledges that they have not received, any warranty or guarantee, expressed or implied, as to the potential sales volume, profit, cash flow or success of the Franchised Business. This provision of this Section 24.1 does not apply and is not effective in the State of Illinois. In any Registration States, 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.

**24.2** Franchisee and any guarantor hereunder acknowledge that they have received, have had ample time to read, and have read this Agreement and its schedules and exhibits and fully understand its provisions. Franchisee and any guarantor hereunder further acknowledge that they have had an adequate opportunity to be advised by legal counsel and accounting professionals of their own choosing regarding

all pertinent aspects of this franchise, the purchase of the Franchised Business and the franchise relationship.

***The remainder of the page is left intentionally blank.***

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of \_\_\_\_\_.

**FRANCHISOR:**

**FRANCHISEE:**

**TRIDENT INVESTMENT PARTNERS, INC.  
D/B/A HANDYMAN CONNECTION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SS#: \_\_\_\_\_

## SCHEDULE A

### **Territory:**

The definition of Territory under this Agreement shall be:

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The Number of HH's that will be used for the Performance criteria calculation is: \_\_\_\_\_

The Minimum Performance Criteria that Franchisee is responsible for are:

20__	_____
20__	_____
20__	_____
20__	_____
20__	_____
20__	_____
20__	_____
20__	_____
20__	_____
20__	_____
20__	_____
20__	_____

**Authorized Telephone, URL, Domain names, Email, and all other address:**

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Authorized Territory Name: \_\_\_\_\_

**EXHIBIT A**  
**to the**  
**HANDYMAN CONNECTION**  
**FRANCHISE AGREEMENT**

**CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT**  
***(for trained employees, shareholders, officers, directors,***  
***general partners, members and managers of Franchisee)***

In consideration of my being a \_\_\_\_\_ of \_\_\_\_\_ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Franchisee has acquired the right and franchise from Trident Investment Partners, Inc. d/b/a Handyman Connection ("Handyman Connection") to establish and operate a Handyman Connection franchise business ("Franchised Business") and the right to use in the operation of the Franchised Business Handyman Connection's trade names, trademarks and service marks ("Proprietary Marks") and Handyman Connection's unique and distinctive format and system relating to the establishment and operation of Handyman Connection businesses ("System"), as they may be changed, improved and further developed from time to time in Handyman Connection's sole discretion, only at the following authorized and approved territory: \_\_\_\_\_ (the "Territory").

2. Handyman Connection possesses certain proprietary and confidential information relating to the operation of the System, which includes certain trade secrets and copyrighted materials, methods and other techniques and know-how ("Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which Handyman Connection specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As \_\_\_\_\_ of the Franchisee, Handyman Connection and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, The Handyman Connection Operations Manual (the "Operations Manual") and other general assistance during the term of my employment.

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

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

7. Except as otherwise approved in writing by Handyman Connection, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for three (3) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with

any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business which offers or sells products or services of the type offered under the System within a radius of twenty five (25) miles as the crow flies of the Territory, or five (5) miles of any other Handyman Connection franchisee's territory in operation, or of any territory which is being considered or discussions are under way for a Handyman Connection franchise, as of the date of termination of my employment.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Handyman Connection is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

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

10. I acknowledge and agree that Handyman Connection is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. I am aware that my violation of this Agreement will cause Handyman Connection and Franchisee irreparable harm; therefore, I acknowledge and agree that Franchisee and/or Handyman Connection may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay Franchisee and Handyman Connection all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to Franchisee and Handyman Connection, I agree that any claim I may have against Franchisee or Handyman Connection is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. I understand and agree that although Handyman Connection may be providing training or instruction, that I am not an employee of Handyman Connection.

12. This Agreement shall be construed under the laws of the State of Ohio. The only way this Agreement can be changed is in writing signed by both the Franchisee and me, and that no changes can be made to reduce, or remove the rights Handyman Connection.

SIGNATURE PAGE FOLLOWS

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED BY FRANCHISEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**to the**  
**HANDYMAN CONNECTION**  
**FRANCHISE AGREEMENT**

**CONDITIONAL ASSIGNMENT OF FRANCHISEE'S TELEPHONE, DOMAIN NAMES, EMAIL, URL**  
**AND SUCH OTHER ADDRESSES AND NUMBERS**

1. The franchisee under the Franchise Agreement attached hereto ("Assignor"), in exchange for valuable consideration provided by Trident Investment Partners, Inc. d/b/a Handyman Connection ("Assignee"), receipt of which is hereby acknowledged, hereby conditionally assign to Assignee all telephone numbers, domain names, email addresses, URLs and other listing and numbers used by Assignor in the operation of its Handyman Connection franchised business.

2. The conditional assignment shall become effective automatically upon termination of Assignor's franchise. Upon the occurrence of that condition, Assignor shall do all things required by the telephone company, website administrator, domain holder or other applicable companies, person, or entities to assure the effectiveness of the assignment of telephone numbers as if the Assignee had been originally issued such telephones, domain, URLs, emails, or other listing and addresses and the usage thereof.

3. Assignor agrees to pay the proper entities, person, and/or company on or before the effective date of assignment all amounts owed for the use numbers, addresses, or listings to effectuate this agreement, and agrees to fully cooperate with the entities, persons and/or company and Assignee in effectuating this assignment. Assignor further agrees to indemnify Assignee for any sums Assignee must pay to such third parties to effectuate this assignment, and agrees to fully cooperate with such third parties and Assignee in effectuating this assignment.

**ASSIGNOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TRIDENT INVESTMENT PARTNERS, INC.**  
**D/B/A HANDYMAN CONNECTION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT C**  
**to the**  
**HANDYMAN CONNECTION**  
**FRANCHISE AGREEMENT**

**PERSONAL GUARANTY**

NOTE: IF FRANCHISEE IS A CORPORATION, EACH OF FRANCHISEE'S SHAREHOLDERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A PARTNERSHIP, EACH OF FRANCHISEE'S GENERAL PARTNERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A LIMITED LIABILITY COMPANY, EACH OF FRANCHISEE'S MEMBERS AND MANAGERS AND THEIR SPOUSES MUST EXECUTE THE FOLLOWING UNDERTAKING.

**ARTICLE I**  
**PERSONAL GUARANTY**

The undersigned persons (individually and collectively "you") hereby represent to Trident Investment Partners, Inc. d/b/a Handyman Connection ("Franchisor") that you are all of the shareholders of Franchisee, or all of the general partners of Franchisee, or all of the members and managers, or the trustees or beneficiaries of any such shareholder, general partner, trust, or member or manager, or the spouse of any such shareholder, general partner, or member or manager of \_\_\_\_\_ ("Franchisee"), as the case may be. In consideration of the grant by Franchisor to Franchisee as herein provided, each of you hereby agrees, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the preceding franchise agreement of even date for the Territory commonly referred to as \_\_\_\_\_ ("Agreement"), and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the Agreement or other agreement between Franchisor and Franchisee, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the Agreement and that you, jointly and individually, will not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to the proposed transfer and first paying or causing to be paid to Franchisor, the transfer fee provided for in the Agreement, if applicable, and without otherwise complying with the transfer provisions of the Agreement. You further agree to be bound by the in-term and post-term covenants against competition of the Agreement.

**ARTICLE II**  
**CONFIDENTIALITY**

During the initial and any renewal Terms of the Agreement and this Guaranty, you will receive information that Franchisor considers its confidential information, including Franchisor's Confidential Operations Manual, its proprietary Custom software, its IT System, any customer lists that Franchisee and Franchisor may develop, and information regarding repair and remodeling service providers whom Franchisee recruits ("Confidential Information"). You acknowledge and agree that all repair and remodeling service providers recruited during the initial and any renewal terms of the Agreement have present and future business relationships with Franchisor. You further acknowledge and agree that all repair and remodeling service provider information, including repair and remodeling service provider (i) names and addresses, (ii) past

service history, and (iii) prospective repair and remodeling service provider information (collectively "Service Provider Information"), are the Confidential Information and trade secrets of Franchisor. You also acknowledge and agree that all customer information, including (i) current customer and prospective customer names and addresses, (ii) information about credit extensions to customers, (iii) customer service purchasing histories, and (iv) rates charged to customers (collectively "Customer Lists"), also constitute the trade secrets and confidential proprietary information of Franchisor. You shall not, during the Term of the Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information including, without limitation, trade secrets, Service Provider Information, Customer Lists, copyrighted materials, methods and other techniques and know-how concerning the of operation of the Franchised Business which may be communicated to you or which you may be apprised of by virtue of your role as a guarantor of the Agreement. Any and all information, knowledge, know-how, techniques, and other data that Franchisor designates as confidential will be deemed Confidential Information for purposes of this Guaranty.

### **ARTICLE III NON-COMPETITION**

**1. During the Term of the Franchise Agreement and this Guaranty.** During the Term of the Agreement and this Personal Guaranty, neither your, nor your principals, officers, directors, trustee, beneficiaries nor any member of their immediate family may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

(a) Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any other business offering or providing any restoration, construction, renovation or remodeling services and/or offering services and/or products similar to those offered under the System; provided, however, that this Section does not apply to Franchisee's operation of any other Franchised Business;

(b) Divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

**2. After the Term of the Franchise Agreement and this Guaranty.** For a period of three (3) years after the expiration and non-renewal, Transfer or termination of this Agreement, regardless of the cause, Franchisee agrees that neither Franchisee, its principals, partners, shareholders or members nor any member of the immediate family of Franchisee, its principals, partners, shareholders or members will not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person partnership, corporation or limited liability entity:

(a) enter into any business competing in whole or in part with Franchisor, Franchisor's granting of franchises or licenses; or

(b) own, maintain, engage in, be employed by, or have any interest in any other business which offers, sells or licenses any restoration, construction, renovation or remodeling services and/or any products or services of the type offered under the System within a radius of twenty five (25) miles of the perimeter of the Territory, or five (5) miles from the perimeter of any other Handyman Connection franchisee's territory in operation, or of any territory which is being considered or for which discussions are under way for a Handyman Connection franchise, as of the date of expiration and nonrenewal, Transfer or termination of

this Agreement; provided, however, Franchisee may continue to operate any other System franchise for which Franchisee and Franchisor have a then-current franchise agreement; or

(c) solicit business from then existing or prospective National Account or customers with whom Franchisee's former Handyman Connection franchise did business in the preceding five (5) years for any related or competitive business purpose, nor solicit any employee or craftsman of Franchisor or any other System franchisee to discontinue his employment; or

(d) own, maintain, engage in, be employed by, or have any interest in any company which engages in any business competing in whole or in part with Franchisor, Handyman Connection franchisees, solicits work for Handyman Connection franchisees that otherwise would fall under the National Account Program, or which grants franchises or licenses for any business competing in whole or in part with Franchisor.

**3. Intent and Enforcement.** It is the intent of Franchisee and Franchisor that this Section 3 shall, to the fullest extent permissible under applicable law, be judicially enforced; accordingly, Franchisor and Franchisee agree that any reduction in scope or modification of any part of the non-competition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section, Franchisee acknowledges and agrees that Franchisor shall be entitled to an injunction, without bond, restraining such person(s) from any such actual or threatened breach, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee further agrees that the time limitations of this Section shall be tolled during any default under this Section.

## **ARTICLE IV DISPUTE RESOLUTION**

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

**2. Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of Ohio.

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

**4. Mediation.** You agree that all claims or disputes between you and the Franchisor arising out of, or in any way related to, this Personal Guaranty or the Agreement, or any of the parties' respective rights and obligations arising from such agreements, shall be submitted first to mediation before Franchisor's Chief Executive Officer and/or President at Franchisor's headquarters. Prior to the mediation and before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor, which specifies in detail the precise nature and grounds of such claim or dispute. Each party shall bear its own cost of mediation and the parties shall share the cost of the mediator.

You acknowledge and agree that Franchisor shall not be required to first attempt mediation for any controversy, dispute, or claim regarding Franchisor's allegation that you are violating or threatening to violate or poses an imminent threat to violate:

(a) any of Franchisor's federally protected intellectual property rights in the Proprietary Marks, the System or Franchisor's Confidential Information; or

(b) any claims pertaining to or arising out of any warranty issued; or

(c) any of the restrictive covenants contained in this Personal Guaranty of the Agreement.

5. **Arbitration.** If not resolved by mediation, you acknowledge and agree that all disputes and claims relating to or arising out of this Personal Guaranty or the Agreement or any other agreement entered into between the parties, the rights and obligations of the parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under such agreements between the parties shall be settled by arbitration in the city or county of Franchisor's Headquarters in accordance with the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The rights and duties of the parties to this Agreement to resolve any disputes by arbitration shall be governed by the Federal Arbitration Act, as amended. The following shall supplement and, in event of a conflict, shall govern any arbitration: If the claim is for less than \$50,000 then the matter shall be heard before a single arbitrator. If the claim or a counterclaim, is for \$50,000 or more, the matter shall be heard before a panel of three (3) arbitrators and each party shall appoint an arbitrator, and the appointed arbitrators shall appoint a neutral arbitrator from the AAA's list of arbitrators. Each party must bear its own costs of arbitration including the fee for the arbitrator they appointed; provided, however, that the neutral or the single arbitrator's fee shall be shared equally by Franchisor and you.

Whether the matter is heard by a single arbitrator or three, the arbitrator's award shall be rendered within seven (7) days of the close of the hearing and shall include all fees, costs and attorney's fees for Franchisor if it is the prevailing party. The arbitrators shall have no authority to determine class action claims and shall have no authority to amend or modify the terms of this Agreement. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration, except to the extent such issue may have been determined in another proceeding between the parties. Judgment upon the award of the arbitrator shall be submitted for confirmation to the United States District Court for the District where Franchisor's headquarters is located, and, if confirmed, may be subsequently entered in any court having competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

Notwithstanding anything to the contrary in this Agreement, Franchisor shall not be required to arbitrate the following disputes or claims against you:

(a) non-payment in any amount not in excess of \$20,000;

(b) injunctive claims; and

(c) claims that may be asserted by Franchisor against you in any action to which a third party, not a party or guarantor under this Agreement, is a party litigant.

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

**7. Injunctive Relief.** Nothing contained in this Guaranty shall prevent either party from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect its interest prior to the filing of any arbitration proceeding or pending the trial or handing down of a decision or award pursuant to any arbitration proceeding conducted hereunder.

**8. Jurisdiction and Venue.** With respect to any proceeding not subject to arbitration, the parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in the city or county of Franchisor's headquarters, and the jurisdiction and venue of the United States District Court presiding for the city or county of Franchisor's headquarters.

**9. Jury Trial Waiver.** With respect to any proceeding not subject to arbitration, the parties hereby agree to waive trial by jury in any action, proceeding or counterclaim, whether at law or equity, regardless of which party brings suit. This waiver shall apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Personal Guaranty or the Agreement, the performance of either party, and/or your purchase from Franchisor of the franchise, option and/or any goods or services.

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

**11. Attorneys' Fees.** If either party institutes any judicial or arbitration proceeding to enforce any monetary or non-monetary obligation or interpret the terms of this Guaranty or the Agreement, and Franchisor prevails in such action, you shall be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

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

**13. Severability.** The Parties agree that if any provision of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning that renders it valid and enforceable. The provisions of this Guaranty are severable, and, if for any reason whatsoever, any term or condition of this Guaranty or the application of any such term or condition shall be held to be invalid or unenforceable, then all other terms and conditions of this Guaranty or the application of such terms and conditions shall not be affected thereby, and each term and condition of this Guaranty shall be separately valid and enforceable to the fullest extent permitted by law.

**14. Construction of Language.** Any term defined in the Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

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

**16. No Personal Liability.** You agree that fulfillment of any and all of Franchisor's obligations written in this Guaranty or in the Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee or you for any reason.

IN WITNESS WHEREOF, this \_\_\_\_\_, Guarantor has hereunto signed, sealed and acknowledged this Guaranty.

**GUARANTOR**

**SPOUSE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**to the**  
**HANDYMAN CONNECTION**  
**FRANCHISE AGREEMENT**

**SOFTWARE USER LICENSE AGREEMENT**

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is entered into as of the Effective Date (as set forth on the signature page below) by and between Trident Investment Partners, Inc. d/b/a Handyman Connection ("Franchisor"), and \_\_\_\_\_ ("Franchisee" or "User").

Territory/Location: \_\_\_\_\_

WHEREAS, Franchisee desires delivery of Franchisor's proprietary software system ("System") consisting of computer programs and processes recorded and available on various media. The System is designed for, among other things, the operation of and communication within the Handyman Connection System.

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

- 1. Term.** The term of this Agreement shall commence upon the Effective Date and shall continue for so long as the Franchise Agreement between Franchisor and Franchisee remains in full force and effect, unless terminated in accordance with this Agreement; provided, however, termination of this Agreement shall not terminate Franchisee's obligations under the provisions of this Agreement.
- 2. License.** Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a nonexclusive and nontransferable license to access the Handyman Connection database assigned to Franchisee and to use the System. Franchisor shall retain title at all times to the System and all data therein, and Franchisee shall have no rights therein except to use the System as set forth herein. The System may be used solely (a) by Franchisee, (b) for the operation of its Handyman Connection franchised business ("Franchised Business") and (c) at and on behalf of the location listed above.
- 3. Sole User.** Franchisee may not sell, market or in any other manner distribute the System to any third party, or to any location, except in connection with a Franchisor-approved resale of the Franchised Business ("Resale"). Additionally, Franchisee may: (a) use the System on any single computer; and (b) use the System on a second computer so long as only Franchisee obtains the necessary licenses. Franchisee may not: (i) permit other individuals to use the System except under the terms listed above; (ii) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the System; (iii) copy the System other than as specified above; (iv) rent, lease, grant a security interest in, or otherwise transfer rights to the System; or (v) remove any proprietary notices or labels on the System.
- 4. Updates.** Franchisor may update the System ("Updates") from time to time and may also release major enhancements. Franchisee acknowledges and agrees that there may be separate fees charged for such Updates and/or enhancements and agrees to pay any such fees as and when due. Franchisee further acknowledges that Franchisor has the right to modify the license and fee structure set forth in Sections 5 and 6 below upon changes to the System, and that Franchisee must comply with all such modifications.
- 5. Software License.** Franchisee acknowledges and agrees that it is required to have a software user license ("Software License") for every user that has access to the System and that Franchisor will

charge a Software License fee to Franchisee ("Software License Fee"). Franchisor will also charge the Franchisee the Software License Fee for any of Franchisee's employees or subcontractors who have access to the System. Franchisee further acknowledges and agrees that Franchisee is responsible for paying any annual maintenance fees and that Franchisor, for purposes of consistency and accuracy, will procure such Software and assess for such Software on an annual basis.

**6. Price and Payment Terms.** In consideration of the license granted herein, Franchisee shall pay Franchisor the Software License Fees and the current monthly fees for support and development ("Monthly Fees") as set forth on the User Price Schedule below. The prices do not include shipping, sales, use, excise, or other similar taxes, all of which are the obligation of Franchisee. The Monthly Fees may be changed from time to time upon 120 days advance notice; provided, however, Franchisor agrees not to implement more than two such price increases in any calendar year.

USER PRICE SCHEDULE	
Proprietary Software License Fee	<u>\$5,000</u>
Annual Software License Renewal	<u>\$200 - \$300</u> per Client
Monthly Support and Maintenance Fee	<u>\$150</u> per Client License + 1% of Gross Sales

The Proprietary Software License Fee is due and payable before access is granted to the System. The Annual Software License Renewal fee is due once per year as invoiced. Monthly Support and Maintenance Fees are due and payable at the close of each calendar month on the same schedule as payment of royalty fees pursuant to the Franchise Agreement. Any fees listed above may be assessed per Client as determined by Franchisor.

**7. Data/Access; Terms of Use.** Franchisee acknowledges and agrees that Franchisee has no expectation of privacy in or to communications, information, or data transmitted, held or stored by or on the System. Franchisor may gain access to the information contained in Franchisee's database at any time without notice or consent. Franchisee is restricted from access or use of any other franchisee's data. Communication may be monitored by Franchisor, at its sole discretion. All information including communications, information, or data transmitted by, received from or stored in the System are the sole and exclusive property of the Franchisor. Franchisor reserves the right to access and restrict access to the data, if Franchisor, in its sole discretion, feels that the Franchise System may be hurt in any way by the use or actions of the Franchisee. Franchisee will make available and/or grant access to Franchisor to any such information, communications, or data in, on, or related to the System in a form as Franchisor may request from time to time.

Franchisee acknowledges and agrees that Franchisor may host some or all data, on one or more remote servers and that Franchisee's means of access to such data may change from time to time. Franchisee further acknowledges and agrees that Franchisor cannot and does not guarantee uninterrupted access to such data and further that Franchisor may deny Franchisee access to such data if Franchisee is in default of this Agreement or the Franchise Agreement.

Franchisee further acknowledges and agrees to accept the Terms of Use posted by Franchisor on its website, including the Mobile Terms of Use, and Franchisee understands that these Terms of Use are subject to change at any time without notice and that Franchisee must comply with any modified Terms of Use as posted by Franchisor.



**8. Maintenance of Equipment and Software.** Franchisee, and not Franchisor, shall bear sole responsibility to obtain, maintain and operate, or cause to be obtained, maintained and operated at its own expense, all equipment and non-Franchisor software that may be used in conjunction with the System. Franchisee acknowledges and agrees that Franchisor may change the specifications for computer hardware, software and internet access and/or may expand the number and types of hardware, software and user devices that work in conjunction with the System. Franchisee further acknowledges and agrees that the expense to maintain compliance with current specifications for access to the System shall be borne solely by Franchisee.

**9. Confidentiality.** Franchisee acknowledges that the System comprises information which constitutes a trade secret of Franchisor in which Franchisor has a proprietary interest. Franchisee therefore agrees that no portion of the information constituting the System may be disclosed to others, copied, reproduced, compiled, deconstructed, decompiled, reverse engineered or used for any purpose or purposes other than as specifically contemplated by this Agreement in paragraph 2 above. Franchisee shall exercise its best efforts to protect the System and to prevent its dissemination to unauthorized persons or any unauthorized use or access. Furthermore, Franchisee shall not assign, pledge, sublicense or permit any other use of the System except in connection with an approved Resale.

**10. System Modification.** Franchisor reserves the right to make changes in rules of operation, security measures, accessibility, procedures, types of terminal equipment, types of System equipment, System programming languages and any other matters relating to the System and its use, without prior notice. Franchisee acknowledges that as software systems are continually modified, there may be disruptions to the Franchised Business. Franchisee is not entitled to receive any discounts in fees, nor any other compensation for damages incurred due to any software disruptions that occur for any reason.

**11. Warranty.** THE SYSTEM IS DELIVERED "AS IS" AND FRANCHISOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR THE UPDATES, THE COMPUTER PROGRAM ALLOWING USE OF THE SYSTEM, OR ANY SERVICES PERFORMED BY ANY THIRD PARTY. Franchisor is not responsible for obsolescence of the System and Updates, and further is not responsible for suspended, outdated or incorrect versions of the System and Updates.

**12. Limitation of Liability.** Under no circumstances and under no legal theory, tort, contract, or otherwise, shall Franchisor or its suppliers or resellers be liable to Franchisee or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will Franchisor be liable for any damages in excess of the amount Franchisor received from Franchisee for a license to the System, even if Franchisor shall have been informed of the possibility of such damages, or for any claim by any other party. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply. Franchisee's sole remedy upon breach of this Agreement by Franchisor shall be termination of the Agreement, but Franchisee will still be subject to all post term Covenants and will be subject to any Minimum Royalty Payments due under 20.9 of the Agreement. Franchisee agrees to indemnify Franchisor and hold it harmless against all claims and damages, including without limitation, reasonable attorney's fees arising out of Franchisee's use of the System and the Updates. Franchisee further agrees to indemnify Franchisor regarding the security of the data transmitted through and over any of the technology systems and will insure that they are meeting current laws and guidelines affecting data,

cyber-security and compliance, including compliance with the Payment Card Industry Data Security Standards ("PCI DSS").

**13. Termination.** Immediately upon the termination of this Agreement or the Franchise Agreement, Franchisee shall cease using the System, shall return the System, Updates, and all Franchisor documents and information pertaining thereto, and shall certify to Franchisor in writing that the System and all Franchisor documents and information pertaining thereto have been returned. The following actions shall constitute a breach of the Agreement and shall allow Franchisor to terminate the Agreement: any use or dissemination of the System or Updates that is not expressly permitted herein; dissolution or discontinuance of business operations of Franchisee; or failure to make timely payment to Franchisor of the required fees. Upon termination of this Agreement by Franchisor for any such cause, Franchisee shall not be entitled to any refund of the Software License Fee or any other fees or amounts paid pursuant to this Agreement.

**14. General Provisions.**

**14.1 Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them.

**14.2 Attorneys' Fees.** If any action or proceeding is brought in connection with this Agreement, and Franchisor prevails in such action, Franchisee shall be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

**14.3 Assignment.** Except in connection with an approved Resale, Franchisee may not assign its rights or delegate its duties hereunder. In the event of such Resale, so long as the selling Franchisee is current in his monthly Support Fees, the incoming Franchisee shall merely execute a new license agreement; he shall not be required to pay any new Software License Fee; provided, however, that any sums owed by the selling Franchisee must be paid in full prior to any such Resale. Any other attempted conveyance shall be void and shall constitute a default entitling Franchisor to terminate this Agreement and/or the Franchise Agreement. Franchisor may freely assign its rights without securing Franchisee's permission to do so, including assigning its rights to collect all software license and/or software maintenance fees.

**14.4 Arbitration.** All disputes, controversies or claims arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, or its successor. Arbitration shall be conducted in the city where Franchisor's corporate office is located, unless otherwise agreed to by the parties. A judgment upon the award may be entered in any Court having jurisdiction thereof.

**14.5 Choice of Law and Forum.** This Agreement has been entered into under the laws of the State of Ohio, the parties hereto agree that it shall be interpreted, and all disputes arising hereunder shall be resolved, in accordance with its laws, and consent to jurisdiction in its courts.

**14.6 Waiver.** Failure of either party hereto to enforce at any time any term of this Agreement shall not be a waiver of that party's right thereafter to enforce each and every term of this Agreement.

***[signatures on following page]***

**THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE.**

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.**

Franchisee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Territory / Location: \_\_\_\_\_

Accepted by: Trident Investment Partners, Inc. d/b/a Handyman Connection

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**TO HANDYMAN CONNECTION'S**  
**FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF FRANCHISEES AND FORMER FRANCHISEES**

**Alabama**

***Mobile***

Tommie Andrews  
2632 Carolina Ct  
Mobile, AL 36695  
905.297.5545

**Arizona**

***Scottsdale***

Allen Hopkins  
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Phoenix, AZ 85028  
602.424.6700

**Arkansas**

***Northwest Arkansas***

Ben Gasca  
411 N. 40th Street  
Springdale, AR 72762  
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**California**

***Mountain View, CA***

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650.695.1400

**California**

***Pasadena***

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**California**

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209.800.2224

**Colorado**

***Ft. Collins***

Taylor Buhl  
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Windsor, CO 80550  
970.829.8181

**Colorado**

***Golden***

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303.968.1112

**Colorado**

***Parker***

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**Colorado**

***South Aurora***

Heather Arnold  
15200 E Girard Ave  
Aurora, CO 80014  
303.386.7778

**Florida**

***Deerwood Club***

Joe Scarpanato  
10075 Delano Dr. E  
Jacksonville, FL 32257  
772.473.7409

**Florida**

***Jacksonville Beach***

Fernando Hernandez  
2121 Corp. Sq. Blvd #133  
Jacksonville, FL 32216  
904.834.5333

**Florida**

***Winter Park***

Brien Borden  
1850 Lee Rd. Suite 313  
Winter Park, FL 32789  
407.618.5550

**Georgia**

***Alpharetta***

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2064 Hatteras Way NW  
Atlanta, GA 30318  
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**Idaho**

***Boise***

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211 Pine St. Suite 105  
Meridian, ID 83642  
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**Illinois**

***Rockford***

Kyle Vail

**Indiana**

***Carmel, IN***

Craig Aspin

**Kansas**

***Overland Park***

Alice Lund

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815.963.2226

**Kansas**  
***Minneha (Wichita East)***

Ray Widyan  
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316.425.9292

**Kentucky**  
***Nicholasville***

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1585 Mercer Rd. Suite 120.  
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859.276.1811

**Massachusetts**  
***South Shore, MA***

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**Michigan**  
***Auburn Hills***

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248.392.2229

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***Lincoln***

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**North Carolina**  
***Wilmington, NC***

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6413 Amsterdam Way #A  
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**Kentucky**  
***Covington***

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**Kentucky**  
***Lexington East***

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1585 Mercer Rd. Suite 120.  
Lexington, KY 40511  
859.276.1811

**Michigan**  
***Ada***

Rob Wildman  
2277 Beatrice Dr. NE  
Grand Rapids, MI 49505  
734.674.5733

**Minnesota**  
***Eden Prairie***

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952.563.8200

**New York**  
***Staten Island, NY***

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Staten Island, NY 10310  
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**Ohio**  
***Blue Ash, OH***

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**Kentucky**  
***Newburg***

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**Michigan**  
***Ann Arbor***

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734.205.9000

**Missouri**  
***Gladstone***

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1112 Savannah St  
Mound City, MO 64470  
816.519.6737

**North Carolina**  
***Matthews, NC***

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7417 Sheffingdell Dr  
Charlotte, NC 28226  
704.620.9242

**Ohio**  
***Butler Warren***

Illean Durkin  
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Cincinnati, OH 45242  
513.733.3777

**Pennsylvania*****Coraopolis***

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Coraopolis, PA 15108  
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**South Carolina*****Charleston***

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843.529.9400

**Tennessee*****Nashville***

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2515 Nolensville Pike  
Nashville, TN 37211  
615.255.8666

**Texas*****Austin Westlake***

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Austin, TX 78746  
512.418.0800

**Texas*****Cedar Park***

Calvin Wong  
2407 S. Bagdad Rd Suite A  
Leander, TX 78641  
512.690.0505

**Texas*****Grapevine***

Rakesh Ghandari  
5751 Kroger Dr - Suite 112  
Fort Worth, TX 76244  
817.527.3600

**Texas*****McKinney, TX***

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307 S. McDonald St Suite 200  
McKinney, TX 75069  
972.439.9694

**Texas*****Plano***

Jay Anthony  
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Plano, TX 75074  
972.384.0300

**Texas*****Spring***

Arron Kent  
2002 Timberloch Suite 200  
Conroe, TX 77380  
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**Utah*****Canyon Rim***

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Millcreek, UT 84117  
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**Virginia*****Winchester***

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Winchester, VA 22601  
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**CANADA****Alberta*****Calgary***

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403.735.3257

**Alberta*****Edmonton***

Carol & Jamie Morhart  
4840 93rd Avenue  
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780.414.6152

**Alberta*****Red Deer***

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206 2915 21st St NE  
Calgary, AB T2E 7T1  
403.735.3257

**British Columbia*****Kelowna***

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**British Columbia*****Vancouver***

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**British Columbia*****Victoria***

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**Manitoba**  
**Winnipeg**

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**Ontario**  
**Hamilton**

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509.296.9277

**Ontario**  
**Ottawa**

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**Ontario**  
**Toronto York / Vaughan**

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26-1950AHwy 7W  
Vaughan, ON L4K 3P2  
905.884.7678

**Transfers / Resales**

**Colorado**  
**Ft. Collins**

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120 W Saturn Dr. # A  
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513.290.5449

**Ohio**  
**Blue Ash, OH**

Derek Christian  
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Blue Ash, OH 45242  
513.290.5449

**Ontario**  
**Brantford**

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519.752.7774

**Ontario**  
**Kitchener**

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Kitchener, ON N2M 3M4  
519.579.9523

**Ontario**  
**Toronto East (Scarborough)**

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Scarborough, ON M1C 1E9  
416.261.4496

**Saskatchewan**  
**Regina**

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**Georgia**  
**Alpharetta**

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630.670.1218

**Ontario**  
**Halton**

Pat Perrone  
4145 N. Service Rd.,  
Burlington, ON L7L-6A3  
905.297-5400

**Ontario**  
**Mississauga**

Tamer Aly & Mohammed Hussein  
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905.997.3230

**Ontario**  
**Toronto West (Etobicoke)**

Babs Sonde  
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Toronto, ON M3N 2S5  
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**Saskatchewan**  
**Saskatoon**

Steve Trottier & Candace Bosch  
501 45th Street West #1A  
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306.668.4444

**North Carolina**  
**Matthews, NC**

Gordon Howard  
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540.903.3343

## **Terminated**

### **Missouri**

#### ***Chesterfield***

Brian Snider  
691 Trade Center Blvd. Suite F  
Chesterfield, MO 63005  
636.305.7300

## **Ceased Operations/Other**

### **Colorado**

#### ***Brighton***

Shane Cowan  
1401 Bridge St. #106  
Brighton, CO 80601  
720.255.5089

### **Illinois**

#### ***Wheaton***

Shad Martin  
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Glen Ellyn, IL 60137  
630.315.2900

### **Colorado**

#### ***Colorado Springs***

Annie McCarthy  
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Colorado Springs, CO 80904  
719.440.2731

### **Ohio**

#### ***Canton***

Vince Heslop  
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330.428.1400

### **Florida**

#### ***Brandon***

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### **Texas**

#### ***Pearland***

Derrick Woodley  
8834 Clearbourne Lane  
Houston, TX 77075  
832.682.8402



**EXHIBIT C**  
**TO HANDYMAN CONNECTION'S**  
**FRANCHISE DISCLOSURE DOCUMENT**

**FINANCIAL STATEMENTS**

# **Trident Investment Partners, Inc.**

## **Financial Statements and Independent Auditors' Report**

**December 31, 2024 and 2023**

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# MILLER COOPER & Co., Ltd

ACCOUNTANTS AND CONSULTANTS

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Trident Investment Partners, Inc.  
Chicago, Illinois

### **Opinion**

We have audited the financial statements of Trident Investment Partners, Inc., (the "Company"), which comprise the balance sheets as of December 31, 2024 and 2023, the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, 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 ("GAAP").

### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 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 GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

(Continued)



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### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the 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.

MILLER, COOPER & CO., LTD.



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Certified Public Accountants

Deerfield, Illinois  
March 19, 2025

## **FINANCIAL STATEMENTS**

# Trident Investment Partners, Inc.

## BALANCE SHEETS December 31, 2024 and 2023

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<u>ASSETS</u>		
	<u>2024</u>	<u>2023</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,032,698	\$ 1,867,973
Restricted assets of marketing funds	107,372	343,647
Accounts receivable, net	276,609	357,422
Prepaid expenses and other current assets	32,411	7,429
Current portion of contract assets	14,125	11,575
	<u>2,463,215</u>	<u>2,588,046</u>
Total current assets		
PROPERTY AND EQUIPMENT		
Furniture, fixtures and computer equipment	5,761	5,761
Capitalized software	121,484	91,253
	<u>127,245</u>	<u>97,014</u>
Less accumulated depreciation	62,534	26,366
	<u>64,711</u>	<u>70,648</u>
OTHER ASSETS		
Contract assets, less current portion	90,462	75,896
Right-of-use asset, operating lease	110,054	34,918
	<u>200,516</u>	<u>110,814</u>
	<u>\$ 2,728,442</u>	<u>\$ 2,769,508</u>

(Continued)

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The accompanying notes are an integral part of these statements.

**Trident Investment Partners, Inc.**

## BALANCE SHEETS (Continued)

December 31, 2024 and 2023

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<u>LIABILITIES AND STOCKHOLDER'S EQUITY</u>		
	<u>2024</u>	<u>2023</u>
CURRENT LIABILITIES		
Accounts payable	\$ 114,008	\$ 254,629
Liabilities of marketing funds	107,372	343,647
Accrued expenses and other current liabilities	63,861	95,711
Current portion of contract liabilities	186,177	77,558
Current portion of lease liability, operating lease	35,203	35,958
	<u>506,621</u>	<u>807,503</u>
Total current liabilities		
LONG-TERM OBLIGATIONS		
Contract liabilities, less current portion	181,231	122,245
Lease liability, less current portion, operating lease	74,851	-
	<u>256,082</u>	<u>122,245</u>
STOCKHOLDER'S EQUITY	<u>1,965,739</u>	<u>1,839,760</u>
	<u>\$ 2,728,442</u>	<u>\$ 2,769,508</u>

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The accompanying notes are an integral part of these statements.



**Trident Investment Partners, Inc.**  
**STATEMENTS OF OPERATIONS**  
For the Years Ended December 31, 2024 and 2023

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	<u>2024</u>	<u>2023</u>
Revenues	\$ <u>3,687,720</u>	\$ <u>3,458,294</u>
Costs and expenses		
Franchise operating and development	2,210,686	1,968,795
Franchise advertising expense	721,067	783,507
General and administrative	652,634	674,944
Depreciation and amortization	<u>36,169</u>	<u>115,374</u>
	<u>3,620,556</u>	<u>3,542,620</u>
Operating income (loss)	<u>67,164</u>	<u>(84,326)</u>
Other income (expenses)		
Foreign currency transaction losses	(4,838)	(2,023)
Taxes	(10,062)	(9,771)
Interest	<u>73,715</u>	<u>52,032</u>
	<u>58,815</u>	<u>40,238</u>
NET INCOME (LOSS)	<u>\$ <u>125,979</u></u>	<u>\$ <u>(44,088)</u></u>

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The accompanying notes are an integral part of these statements.

**Trident Investment Partners, Inc.**  
**STATEMENTS OF STOCKHOLDER'S EQUITY**  
For the Years Ended December 31, 2024 and 2023

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	Common Stock*	Additional Paid-in Capital	Retained Earnings	Stockholder's Equity
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Balance at January 1, 2023	\$ 100	\$ 937,938	\$ 1,045,810	\$ 1,983,848
Distributions	-	-	(100,000)	(100,000)
Net loss	<u>-</u>	<u>-</u>	<u>(44,088)</u>	<u>(44,088)</u>
Balance at December 31, 2023	100	937,938	901,722	1,839,760
Net income	<u>-</u>	<u>-</u>	<u>125,979</u>	<u>125,979</u>
Balance at December 31, 2024	\$ <u>100</u>	\$ <u>937,938</u>	\$ <u>1,027,701</u>	\$ <u>1,965,739</u>

\*Common stock, \$1 par value; Authorized 1,000 shares; issued and outstanding 100 shares.

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The accompanying notes are an integral part of these statements.

**Trident Investment Partners, Inc.**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities		
Net income (loss)	\$ 125,979	\$ (44,088)
Adjustments to reconcile net income (loss) to net cash and cash equivalents provided by operating activities		
Credit losses	45,037	40,236
Depreciation and amortization	36,169	115,374
Noncash component of operating lease expense	34,918	34,551
(Increase) decrease in assets		
Restricted assets of marketing funds	236,275	137,568
Accounts receivable	35,776	(154,387)
Prepaid expenses and other current assets	(24,982)	10,154
Contract assets	(17,116)	(17,718)
Increase (decrease) in liabilities		
Accounts payable	(140,621)	146,232
Liabilities of marketing funds	(236,275)	(137,568)
Accrued expenses and other current liabilities	(31,850)	16,054
Contract liabilities	167,605	41,002
Lease liability, operating lease	<u>(35,958)</u>	<u>(34,544)</u>
Net cash and cash equivalents provided by operating activities	<u>194,957</u>	<u>152,866</u>
Cash flows from investing activities		
Capitalization of software development costs	<u>(30,232)</u>	<u>(114,421)</u>
Net cash and cash equivalents used in investing activities	<u>(30,232)</u>	<u>(114,421)</u>
Cash flows from financing activities		
Distributions paid	<u>-</u>	<u>(100,000)</u>
Net cash and cash equivalents used by financing activities	<u>-</u>	<u>(100,000)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	164,725	(61,555)
Cash and cash equivalents, beginning of year	<u>1,867,973</u>	<u>1,929,528</u>
Cash and cash equivalents, end of year	<u>\$ 2,032,698</u>	<u>\$ 1,867,973</u>

(Continued)

The accompanying notes are an integral part of these statements.

**Trident Investment Partners, Inc.**  
**STATEMENTS OF CASH FLOWS (Continued)**  
For the Years Ended December 31, 2024 and 2023

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	<u>2024</u>	<u>2023</u>
<u>Supplemental disclosure of cash flow information</u>		
Cash paid for taxes	\$ <u>10,062</u>	\$ <u>9,771</u>
<u>Cash paid for amounts included in the measurement of the lease obligation liability:</u>		
Operating cash flows used for operating lease	\$ <u>36,145</u>	\$ <u>35,098</u>
<u>Right-of-use asset obtained in exchange for incurring lease liabilities, including new leases and remeasurements or modifications of existing leases:</u>		
Operating lease	\$ <u>110,054</u>	\$ <u>-</u>
<u>Supplemental disclosure of noncash activities</u>		
Disposal of fully amortized software	\$ <u>-</u>	\$ <u>1,689,874</u>

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The accompanying notes are an integral part of these statements.

# **Trident Investment Partners, Inc.**

## **NOTES TO FINANCIAL STATEMENTS**

December 31, 2024 and 2023

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### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### 1. Nature of Operations

Trident Investment Partners, Inc. (the "Company"), was incorporated in December 2013 and was established to recruit, train, and operate a Handyman Connection franchise system throughout the United States and Canada. The Handyman Connection franchises offered by the Company provide referral and other services to independent contractors; and small to medium home repair services and light remodeling of a non-emergency nature, including plumbing, electrical, carpentry, dry wall, plastering, and painting services, among other services.

The Company enters into franchise agreements with domestic franchisees under which the franchisee is granted the right to operate in a particular location for an agreed upon term. The Company has also entered into a master franchisor agreement and under this agreement, the Company grants a master franchisor the exclusive right to develop and operate sub franchises in Canada for an agreed upon term.

#### 2. Cash and cash equivalents

The Company considers all liquid investments purchased with an original maturity of three months or less to be cash equivalents, including money market mutual funds.

#### 3. Revenue Recognition

##### a. Performance obligations

Revenues from contracts with customers consist primarily of initial and renewal franchise fees, franchise transfer fees, royalties, franchise advertising and other sales-based fees, software licensing and support fees, annual conference fees and call center fees.

# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

---

### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 3. Revenue Recognition (Continued)

##### a. Performance obligations (Continued)

The initial franchise fee includes multiple performance obligations, the first of which relates to pre-opening services, primarily in the form of franchisee training. Revenue associated with the pre-opening service performance obligation is recognized at a point in time, once the training and related services have been provided. Additionally, as the franchise agreement provides an assignment of a non-exclusive territory, access to operations manual and suppliers, and access to the Company's proprietary marks for the duration of the contract, a performance obligation related to the franchise right exists. Sales-based fees, such as royalties, technology fees, and brand development franchise advertising fees, as well as software license and software support fees are also highly interrelated to the promise to provide the franchise right. As such, these promises are not distinct and have been combined into a single performance obligation that is satisfied over the term of the franchise agreement. The Company has utilized an exception that allows for recognition of revenue related to sales-based fees when the subsequent franchisee sale occurs. Revenues recognized utilizing this exception approximated \$1,386,000 and \$1,377,000 for the years ended December 31, 2024 and 2023, respectively.

Revenues associated with the franchise renewal fee performance obligation are recognized over the term of the renewal period. Revenues associated with the franchise transfer fee performance obligation are recognized at a point in time, once the transfer documents have been executed and rights have been transferred to the new owner.

Initial franchise fees and franchise renewal fees are collected at the inception of the franchise agreement and renewal, and as such, the portion of the those fees paid by the franchisee that relates to performance obligations to be satisfied in future periods are contract liabilities. These amounts approximated \$296,000, \$141,000, and \$100,600 at December 31, 2024, December 31, 2023 and January 1, 2023, respectively, and have been included in contract liabilities in the accompanying balance sheet.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

---

#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 3. Revenue Recognition (Continued)

###### a. Performance obligations (Continued)

The Company receives amounts from franchisees and vendors to be used towards an annual conference that is sponsored by the Company. These amounts are recognized as revenue at the point in time that the performance obligation is completed by the Company, which is the date that the conference takes place. Revenues associated with the call center are recognized over time as under the terms of the contract, the Company provides franchisees access to the call center for a specified duration of time. The Company earns various other amounts associated with minimum royalty fees and employee recruiting services, which are earned at a point in time once the related performance obligations are satisfied. The Company provides franchisees with a right to access their proprietary software in exchange for an initial software fee for new franchises and an annual fee for recurring franchises. These amounts are recognized over time as under the terms of the contract. Amounts received in advance of completion of these performance obligations approximating \$71,000, \$59,000, and \$58,000 at December 31, 2024, December 31, 2023 and January 1, 2023, respectively, and have been included in contract liabilities in the accompanying balance sheet.

Revenue earned from performance obligations described above which are satisfied at a point in time were approximately \$983,000 and \$722,000 for the years ended December 31, 2024, and December 31, 2023, respectively. Revenue earned from performance obligations described above which are satisfied over time totaled approximately \$2,704,000 and \$2,736,000 for the years ended December 31, 2024 and December 31, 2023, respectively.

###### b. Variable consideration

From time to time the Company provides rebates to franchisees, which are estimated at the most likely amount and reduce revenues on the statement of operations. Rebates provided in 2024 and 2023 were insignificant.

# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

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### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 3. Revenue Recognition (Continued)

##### c. Incremental costs to obtain a contract

The Company pays fees to brokers, and in certain instances employees, upon the successful execution of a franchise agreement with a franchisee that was identified by and referred to the Company by the broker or employee. These incremental costs of obtaining a contract have been capitalized and are being amortized on a systematic basis consistent with the manner in which the service that the asset relates to, the franchise fee, is being recognized. At December 31, 2024, December 31, 2023, and January 1, 2023, approximately \$105,000, \$87,000 and \$70,000, respectively, in capitalized fees have been reflected on the balance sheet as contract assets.

##### d. Significant judgements

A portion of the initial franchise fee is recorded at a point in time when the pre-opening training performance obligation is satisfied. The remaining portion of the initial franchise fee is recorded over the life of the franchise agreement. Significant judgement is used by management to estimate the standalone selling price of the training provided in order to allocate the transaction price to the pre-opening training performance obligation. Management utilizes the hourly rates of the employees involved in the training, and includes a mark up for taxes and employee benefits, as well as an estimate of an external consulting mark up representing the amount that the Company believes it could charge another party for similar training. This method is used because management considers it to be the best available measure of the standalone selling price.



# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

---

### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 3. Revenue Recognition (Continued)

##### e. Brand development franchise advertising

Franchisees are required to contribute a certain percentage of their revenues to the Company's Brand Development Fund. Although the Company is in custody of contributions received and those receivable, those assets are restricted for use for consumer and craftsman marketing, brand development, public relations, and advertising, and have been reflected as restricted assets on the balance sheet. Liabilities related to these marketing and advertising efforts have been reflected separately on the balance sheet. Contributions to the brand development fund are recognized as revenue, and brand development fund expenditures incurred are recognized as an expense in the statement of income. Expenditures of the brand development fund are primarily amounts paid to third parties, but may also include personnel expenses. At each reporting date, to the extent contributions to the brand development fund exceed expenditures on a cumulative basis, the excess contributions are recorded in liabilities of marketing funds in the balance sheet as the Company is obligated to utilize those funds for marketing purposes.

#### 4. Accounts Receivable and Allowance for Credit Losses

Accounts receivable from the Company's franchise operations are recorded at the time the Company is entitled to bill under the terms of the franchise agreements and other contractual arrangements, do not bear interest, and are due under normal trade terms typically requiring payment within 30 days from the invoice date.

# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

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### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 4. Accounts Receivable and Allowance for Credit Losses (Continued)

The carrying amount of accounts receivable is reduced by a valuation allowance for credit losses based on the losses that are expected to arise over the contractual term of the assets. The Company routinely evaluates the collectability of its accounts receivable and assets are written off when management determines that such assets are deemed uncollectible. Charge-offs are recognized as a deduction from the allowance for credit losses. Expected recoveries of amounts previously charged off, not to exceed the aggregate of the amount previously charged off, are included in determining the necessary valuation allowance. Estimates to the allowance for credit losses are based on the age of the receivable, contractual life, historical collection experience, current conditions, and forecasts of future economic events. Management has determined the allowance for credit losses to be approximately \$110,000, \$64,000, \$24,000 as of December 31, 2024, December 31, 2023 and January 1, 2023, respectively. Accounts receivable balances, net of the allowance for credit losses, approximated \$277,000, \$357,000 and \$243,000 as of December 31, 2024, December 31, 2023 and January 1, 2023, respectively.

The allowance for credit losses consists of the following:

		<u>2024</u>	<u>2023</u>
Balance, beginning of year	\$	64,496	\$ 24,260
Credit loss expense		45,037	45,966
Recoveries		(43,916)	-
Charge-offs		<u>43,916</u>	<u>(5,730)</u>
Balance, end of year	\$	<u><u>109,533</u></u>	<u><u>64,496</u></u>

# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

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### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 5. Property and Equipment

Property and equipment are stated at cost. Depreciation is provided using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Furniture and fixtures	5 - 7
Computer equipment	3 - 5
Capitalized software	3

#### 6. Software Development Costs

The Company incurs external costs to develop and improve the functionality of software for internal use and expenses those costs as they are incurred during the preliminary project and post-implementation/operations stages. Costs related to the support and maintenance of software are also expensed as incurred. Costs are capitalized during the application development stage and, as software upgrades, which add new functionality, are made. Capitalized software costs are amortized using the straight-line method over the estimated economic life of the application, which is generally three years. The Company periodically reviews capitalized software development costs and, if necessary, reduces the carrying value of each product to its net realizable value.

During 2023, the Company replaced their existing internal use software with a new third-party hosted service. As a result, all existing capitalized software was fully amortized by December 31, 2023, the sunset of the existing internal use software, and as a result, in 2023 disposed of approximately \$1,690,000 of fully amortized capitalized software related to the prior system.

Software costs capitalized in 2024 and 2023 approximated \$30,000 and \$114,000, respectively. Amortization of capitalized software costs approximated \$36,000 and \$115,000 for the years ended December 31, 2024 and 2023, respectively.

# **Trident Investment Partners, Inc.**

## **NOTES TO FINANCIAL STATEMENTS**

December 31, 2024 and 2023

---

### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 7. Foreign Currency Transaction Gains or Losses

The Company enters into certain transactions denominated in the Canadian dollar. Gains and losses on foreign currency transactions are recognized currently in the statements of operations.

#### 8. Use of Estimates

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

#### 9. Income Taxes

The Company with the consent of its sole stockholder, elected to be taxed as an S-Corporation under the Internal Revenue Code ("IRC"). In lieu of corporate income taxes, the stockholders of an S-Corporation are taxed on their proportionate shares of the Company's taxable income. Therefore, no liability or provision for federal income taxes has been included in these financial statements. The Company is subject to certain state and foreign taxes.

Management has analyzed the tax positions taken by the Company and has concluded that as of December 31, 2024 and 2023, there are no uncertain positions taken or expected to be taken that would require recognition of a liability in the financial statements. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

#### 10. Fair Value of Financial Instruments

The carrying amounts of financial instruments, including cash equivalents, accounts receivables, contract assets, accounts payable, accrued expenses, and contract liabilities approximate fair value due to the short maturity of these instruments.

It is the Company's policy, in general, to measure nonfinancial assets and liabilities at fair value on a nonrecurring basis. These items are not measured at fair value on an ongoing basis, but are subject to fair value adjustments in certain circumstances, such as evidence of impairment, which, if material, are disclosed in the accompanying notes to these financial statements.

# **Trident Investment Partners, Inc.**

## **NOTES TO FINANCIAL STATEMENTS**

December 31, 2024 and 2023

---

### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 11. Leases

The Company follows the guidance under Accounting Standards Codification ("ASC") 842, *Leases* which requires lessees to recognize, at the commencement date, a lease liability representing the lessee's obligation to make payments arising from the lease and a right-of-use ("ROU") asset representing the lessee's right to use or control the use of a specific asset for the lease term. The Company has made an accounting policy election to only apply the standard to lease agreements with terms that are greater than twelve months. ASC 842 distinguishes leases as either a finance lease or an operating lease, which affects how the leases are measured and presented in the statements of operations and statements of cash flows.

The Company determines if an arrangement is a lease or contains a lease at the inception of the contract. Operating leases are presented as ROU asset, operating lease, and lease liability, operating lease in the accompanying balance sheet. The operating lease ROU assets and lease liabilities are initially measured based on the present value of future lease payments over the lease term as determined at each lease's commencement date.

Operating lease cost for operating leases is recognized as lease expense using the straight-line method over the term of the lease, which includes the noncancelable period under the lease, any periods covered by options to extend a lease the Company is reasonably certain to exercise, any periods covered by an option to terminate a lease the Company is reasonably certain not to exercise, and any periods covered by an option to extend or not to terminate a lease in which the option is controlled by the lessor. Expenses associated with leases with a lease term less than 12 months are recognized on a straight-line basis over the term of the lease.

Operating lease ROU assets include all fixed contractual lease payments and initial direct costs, less any lease incentives received from the lessor. The Company's lease agreement does not contain any material variable lease payments, residual value guarantees, options to purchase leased assets, or restrictive covenants.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

#### NOTE B - SUMMARY OF FRANCHISE OUTLETS

The following is a summary of changes in the number of franchise outlets in 2024 and 2023. The Company has no franchisor owned franchise outlets.

	<u>United States</u>	<u>Canada</u>	<u>Total</u>
In operation at January 1, 2023	42	16	58
New franchise outlets sold in 2023	6	1	7
Franchise outlets closed in 2023	<u>(3)</u>	<u>-</u>	<u>(3)</u>
In operation at December 31, 2023	<u>45</u>	<u>17</u>	<u>62</u>
	<u>United States</u>	<u>Canada</u>	<u>Total</u>
In operation at January 1, 2024	45	17	62
New franchise outlets sold in 2024	9	1	10
Franchise outlets closed in 2024	<u>(7)*</u>	<u>-</u>	<u>(7)*</u>
In operation at December 31, 2024	<u>(47)*</u>	<u>18</u>	<u>(65)*</u>

\* Included in these numbers are two franchise outlets which were in the process of being terminated as of December 31, 2024.

#### NOTE C - LINE OF CREDIT

The Company had a business banking line of credit agreement with a financial institution that allowed for maximum borrowings of \$100,000. Outstanding borrowings were collateralized by cash balances maintained at the financial institution and were personally guaranteed by the Company's shareholder. Minimum monthly payments were required, as defined in the agreement. The line of credit bore interest on the unpaid principal balance at the Prime Rate plus 2.01%. On July 25, 2023, the line of credit agreement was terminated. Accordingly, there was no outstanding borrowings at December 31, 2024 or 2023.

# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

### NOTE D - LEASE COMMITMENTS

The Company leases office space in Cincinnati, Ohio under an operating lease arrangement which during 2024, the term was extended to December 2027. The modified lease requires escalating monthly rental payments ranging from approximately \$3,000 to approximately \$3,200 over the term of the lease. Lease rental payments made under the prior rental arrangement ranged from approximately \$3,100 to approximately \$3,300 over the term of that arrangement. Additionally, the Company is responsible for its share of real estate taxes, common area charges, and any direct expenses as defined in the lease agreements. The lease is classified as an operating lease which is reported in ROU asset, operating lease in the Company's balance sheet as of December 31, 2024.

The Company has an agreement to sublease a portion of its leased premises for \$1,000 per month on a month to month basis.

The Company elected the practical expedient available to non-public business entities which allows a Company to use the risk-free rate to discount its leases when the rate implicit in the lease is not readily determinable. The risk-free rate represents the nominal yield at the later of lease commencement or the transition date applicable to U.S. Treasury instruments with a maturity of similar length to the lease term. The risk-free rate applied to operating leases in place at December 31, 2024 and 2023 was 1.04%

Operating lease cost is recognized on a straight-line basis over the lease term. The components of lease cost are as follows for the year ended December 31, 2024 and 2023, respectively:

		<u>2024</u>	<u>2023</u>
Operating lease cost	\$	35,105	\$ 35,105
Sublease income		<u>(12,000)</u>	<u>(12,000)</u>
Total lease cost	\$	<u>23,105</u>	<u>\$ 23,105</u>

# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2024 and 2023

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### NOTE D - LEASE COMMITMENTS (Continued)

Future undiscounted cash flows and a reconciliation to the operating lease liabilities recognized on the balance sheet are as follows as of December 31, 2024:

<u>Years Ending December 31:</u>	<u>Amount</u>
2025	\$ 36,149
2026	37,243
2027	<u>38,361</u>
Total lease payments	111,753
Less: imputed interest	<u>(1,699)</u>
Total present value of lease liabilities	110,054
Less: current lease liabilities	<u>(35,203)</u>
Non-current lease liabilities	<u>\$ 74,851</u>

### NOTE E - EMPLOYEE BENEFIT PLAN

The Company sponsors a defined contribution 401(k) plan that covers employees that meet Plan eligibility requirements. During 2024 and 2023, the Company provided matching contributions equal to 100% of employee contributions, up to 4% of compensation. The Company may also, at its discretion, make additional contributions to the plan. During 2024 and 2023, the Company's contributions to the plan approximated \$16,000 and \$14,000, respectively.



## **Trident Investment Partners, Inc.**

### **NOTES TO FINANCIAL STATEMENTS**

December 31, 2024 and 2023

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#### NOTE F - RISKS AND UNCERTAINTIES

##### Concentration of Credit Risk

The Company maintains cash balances at financial institutions located in the United States. These cash balances are guaranteed by the Federal Deposit Insurance Corporation ("FDIC") up to certain limits. The Company may, from time to time, have balances in excess of FDIC insured deposit limits.

The Company holds their money market mutual funds at a financial institution located in the United States. These funds are protected by the Securities Investor Protection Corporation ("SIPC") up to certain limits. The Company may, from time to time, have balances in excess of SIPC protected limits.

#### NOTE G - SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 19, 2025, the date that the financial statements were available to be issued. Management has determined that no events or transactions, have occurred subsequent to the balance sheet date that require disclosure in the financial statements.

# **Trident Investment Partners, Inc.**

## **Financial Statements and Independent Auditors' Report**

**December 31, 2023 and 2022**

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# MILLER COOPER & Co., Ltd

ACCOUNTANTS AND CONSULTANTS

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Trident Investment Partners, Inc.  
Chicago, Illinois

### **Opinion**

We have audited the financial statements of Trident Investment Partners, Inc., (the "Company"), which comprise the balance sheets as of December 31, 2023 and 2022, the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, 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 Auditors' 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 from material misstatement, whether due to fraud or error.

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

(Continued)



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## Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the 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.

MILLER, COOPER & CO., LTD.



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Certified Public Accountants

Deerfield, Illinois  
March 15, 2024

## FINANCIAL STATEMENTS

# Trident Investment Partners, Inc.

## BALANCE SHEETS December 31, 2023 and 2022

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<u>ASSETS</u>		
	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,867,973	\$ 1,929,528
Restricted assets of marketing funds	343,647	481,215
Accounts receivable, net	357,422	243,271
Prepaid expenses and other current assets	7,429	17,583
Current portion of contract assets	<u>11,575</u>	<u>9,575</u>
Total current assets	<u>2,588,046</u>	<u>2,681,172</u>
PROPERTY AND EQUIPMENT		
Furniture, fixtures and computer equipment	5,761	5,761
Capitalized software	<u>91,253</u>	<u>1,666,706</u>
	97,014	1,672,467
Less accumulated depreciation	<u>26,366</u>	<u>1,600,866</u>
	<u>70,648</u>	<u>71,601</u>
OTHER ASSETS		
Contact assets, less current portion	75,896	60,178
Right-of-use asset, operating lease	<u>34,918</u>	<u>69,469</u>
	<u>110,814</u>	<u>129,647</u>
	<u>\$ 2,769,508</u>	<u>\$ 2,882,420</u>

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The accompanying notes are an integral part of these statements.

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<u>LIABILITIES AND STOCKHOLDER'S EQUITY</u>		
	<u>2023</u>	<u>2022</u>
CURRENT LIABILITIES		
Accounts payable	\$ 254,629	\$ 108,397
Liabilities of marketing funds	343,647	481,215
Accrued expenses and other current liabilities	95,711	79,657
Current portion of contract liabilities	77,558	73,200
Current portion of lease liability, operating lease	35,958	34,544
	<u>807,503</u>	<u>777,013</u>
LONG-TERM OBLIGATIONS		
Contract liabilities, less current portion	122,245	85,601
Lease liability, less current portion, operating lease	-	35,958
	<u>122,245</u>	<u>121,559</u>
STOCKHOLDER'S EQUITY	<u>1,839,760</u>	<u>1,983,848</u>
	<u>\$ 2,769,508</u>	<u>\$ 2,882,420</u>

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**Trident Investment Partners, Inc.**  
**STATEMENTS OF OPERATIONS**  
For the Years Ended December 31, 2023 and 2022

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	<u>2023</u>	<u>2022</u>
Revenues	\$ <u>3,458,294</u>	\$ <u>3,396,592</u>
Costs and expenses		
Franchise operating and development	1,968,795	1,630,752
Franchise advertising expense	783,507	751,482
General and administrative	674,944	591,502
Depreciation and amortization	<u>115,374</u>	<u>102,171</u>
	<u>3,542,620</u>	<u>3,075,907</u>
Operating (loss) income	<u>(84,326)</u>	<u>320,685</u>
Other income (expenses)		
Foreign currency transaction losses	(2,023)	(5,719)
Taxes	(9,771)	(10,061)
Other	<u>52,032</u>	<u>134</u>
	<u>40,238</u>	<u>(15,646)</u>
NET (LOSS) INCOME	<u>\$ (44,088)</u>	<u>\$ 305,039</u>

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The accompanying notes are an integral part of these statements.

**Trident Investment Partners, Inc.**  
**STATEMENTS OF STOCKHOLDER'S EQUITY**  
For the Years Ended December 31, 2023 and 2022

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	Common Stock*	Additional Paid-in Capital	Retained Earnings	Stockholder's Equity
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Balance at January 1, 2022	\$ 100	\$ 937,938	\$ 740,771	\$ 1,678,809
Net income	<u>-</u>	<u>-</u>	<u>305,039</u>	<u>305,039</u>
Balance at December 31, 2022	100	937,938	1,045,810	1,983,848
Distributions	-	-	(100,000)	(100,000)
Net loss	<u>-</u>	<u>-</u>	<u>(44,088)</u>	<u>(44,088)</u>
Balance at December 31, 2023	\$ <u>100</u>	\$ <u>937,938</u>	\$ <u>901,722</u>	\$ <u>1,839,760</u>

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\*Common stock, \$1 par value; Authorized 1,000 shares; issued and outstanding 100 shares.

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The accompanying notes are an integral part of these statements.

**Trident Investment Partners, Inc.**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Net (loss) income	\$ (44,088)	\$ 305,039
Adjustments to reconcile net (loss) income to net cash provided by operating activities		
Allowance for credit losses	40,236	(10,579)
Depreciation and amortization	115,374	102,171
Noncash component of operating lease expense	34,551	34,199
(Increase) decrease in assets		
Restricted assets of marketing funds	137,568	(120,620)
Accounts receivable	(154,387)	7,693
Prepaid expenses and other current assets	10,154	(1,549)
Contract assets	(17,718)	(18,796)
Increase (decrease) in liabilities		
Accounts payable	146,232	21,502
Liabilities of marketing funds	(137,568)	120,620
Accrued expenses and other current liabilities	16,054	21,577
Contract liabilities	41,002	(14,961)
Lease liability, operating lease	(34,544)	(33,166)
Net cash provided by operating activities	<u>152,866</u>	<u>413,130</u>
Cash flows from investing activities		
Capitalization of software development costs	<u>(114,421)</u>	<u>(50,530)</u>
Net cash used in investing activities	<u>(114,421)</u>	<u>(50,530)</u>
Cash flows from financing activities		
Distributions paid	<u>(100,000)</u>	<u>-</u>
Net cash used by financing activities	<u>(100,000)</u>	<u>-</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(61,555)	362,600
Cash and cash equivalents, beginning of year	<u>1,929,528</u>	<u>1,566,928</u>
Cash and cash equivalents, end of year	<u>\$ 1,867,973</u>	<u>\$ 1,929,528</u>

(Continued)

The accompanying notes are an integral part of these statements.

**Trident Investment Partners, Inc.**  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended December 31, 2023 and 2022

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	<u>2023</u>	<u>2022</u>
<u>Supplemental disclosure of cash flow information</u>		
Cash paid for taxes	\$ <u>9,771</u>	\$ <u>10,061</u>
<u>Cash paid for amounts included in the measurement of the lease obligation liability:</u>		
Operating cash flows used for operating lease	\$ <u>35,098</u>	\$ <u>34,073</u>
<u>Right-of-use asset obtained in exchange for incurring lease liabilities, including new leases and remeasurements or modifications of existing leases:</u>		
Operating lease	\$ <u>-</u>	\$ <u>103,668</u>
<u>Supplemental disclosure of noncash activities</u>		
Disposal of fully amortized software	\$ <u>1,689,874</u>	\$ <u>-</u>

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The accompanying notes are an integral part of these statements.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### 1. Nature of Operations

Trident Investment Partners, Inc. (the "Company"), was incorporated in December 2013 and was established to recruit, train, and operate a Handyman Connection franchise system throughout the United States and Canada. The Handyman Connection franchises offered by the Company provide referral and other services to independent contractors; and small to medium home repair services and light remodeling of a non-emergency nature, including plumbing, electrical, carpentry, dry wall, plastering, and painting services, among other services.

The Company enters into franchise agreements with domestic franchisees under which the franchisee is granted the right to operate in a particular location for an agreed upon term. The Company has also entered into a master franchisor agreement and under this agreement, the Company grants a master franchisor the exclusive right to develop and operate sub franchises in Canada for an agreed upon term.

##### 2. Cash and cash equivalents

The Company considers all liquid investments purchased with an original maturity of three months or less to be cash equivalents, including money market mutual funds.

##### 3. Revenue Recognition

###### a. Performance obligations

Revenues from contracts with customers consist primarily of initial and renewal franchise fees, franchise transfer fees, royalties, franchise advertising and other sales-based fees, software licensing and support fees, annual conference fees and call center fees.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

---

#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 3. Revenue Recognition (Continued)

###### a. Performance obligations (Continued)

The initial franchise fee includes multiple performance obligations, the first of which relates to pre-opening services, primarily in the form of franchisee training. Revenue associated with the pre-opening service performance obligation is recognized at a point in time, once the training and related services have been provided. Additionally, as the franchise agreement provides an assignment of a non-exclusive territory, access to operations manual and suppliers, and access to the Company's proprietary marks for the duration of the contract, a performance obligation related to the franchise right exists. Sales-based fees, such as royalties, technology fees, and brand development franchise advertising fees, as well as software license and software support fees are also highly interrelated to the promise to provide the franchise right. As such, these promises are not distinct and have been combined into a single performance obligation that is satisfied over the term of the franchise agreement. The Company has utilized an exception that allows for recognition of revenue related to sales-based fees when the subsequent franchisee sale occurs.

Revenues associated with the franchise renewal fee performance obligation are recognized over the term of the renewal period. Revenues associated with the franchise transfer fee performance obligation are recognized at a point in time, once the transfer documents have been executed and rights have been transferred to the new owner.

Initial franchise fees and franchise renewal fees are collected at the inception of the franchise agreement and renewal, and as such, the portion of the those fees paid by the franchisee that relates to performance obligations to be satisfied in future periods are contract liabilities. These amounts approximated \$141,000, \$100,600, and \$121,200 at December 31, 2023, December 31, 2022 and January 1, 2022, respectively, and have been reflected as contract liabilities in the accompanying balance sheet.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

---

#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 3. Revenue Recognition (Continued)

###### a. Performance obligations (Continued)

The Company receives amounts from franchisees and vendors to be used towards an annual conference that is sponsored by the Company. These amounts are recognized as revenue at the point in time that the performance obligation is completed by the Company, which is the date that the conference takes place. Revenues associated with the call center are recognized over time as under the terms of the contract, the Company provides franchisees access to the call center for a specified duration of time. The Company earns various other amounts associated with minimum royalty fees and employee recruiting services, which are earned at a point in time once the related performance obligations are satisfied. The Company provides franchisees with a right to access their proprietary software in exchange for an initial software fee for new franchises and an annual fee for recurring franchises. These amounts are recognized over time as under the terms of the contract. Amounts received in advance of completion of these performance obligations approximating \$58,800, \$58,200, and \$52,500 at December 31, 2023, December 31, 2022 and January 1, 2022, respectively, and have been reflected as contract liabilities in the accompanying balance sheet.

Revenue earned from performance obligations described above which are satisfied at a point in time were approximately \$722,000 and \$537,000 for the years ended December 31, 2023, and December 31, 2022, respectively. Revenue earned from performance obligations described above which are satisfied over time totaled approximately \$2,736,000 and \$2,860,000 for the years ended December 31, 2023, and December 31, 2022, respectively.

###### b. Variable consideration

From time to time the Company provides rebates to franchisees, which are estimated at the most likely amount and reduce revenues on the statement of operations. Rebates provided in 2023 and 2022 were insignificant.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 3. Revenue Recognition (Continued)

###### c. Incremental costs to obtain a contract

The Company pays fees to brokers, and in certain instances employees, upon the successful execution of a franchise agreement with a franchisee that was identified by and referred to the Company by the broker or employee. These incremental costs of obtaining a contract have been capitalized and are being amortized on a systematic basis consistent with the manner in which the service that the asset relates to, the franchise fee, is being recognized. At December 31, 2023, December 31, 2022, and January 1, 2022, approximately \$87,000, \$70,000, and \$51,000, respectively, in capitalized fees have been reflected on the balance sheet as contract assets.

###### d. Significant judgements

A portion of the initial franchise fee is recorded at a point in time when the pre-opening training performance obligation is satisfied. The remaining portion of the initial franchise fee is recorded over the life of the franchise agreement. Significant judgement is used by management to estimate the standalone selling price of the training provided in order to allocate the transaction price to the pre-opening training performance obligation. Management utilizes the hourly rates of the employees involved in the training, and includes a mark up for taxes and employee benefits, as well as an estimate of an external consulting mark up representing the amount that the Company believes it could charge another party for similar training. This method is used because management considers it to be the best available measure of the standalone selling price.



## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 3. Revenue Recognition (Continued)

###### e. *Brand development franchise advertising*

Franchisees are required to contribute a certain percentage of their revenues to the Company's Brand Development Fund. Although the Company is in custody of contributions received and those receivable, those assets are restricted for use for consumer and craftsman marketing, brand development, public relations, and advertising, and have been reflected as restricted assets on the balance sheet. Liabilities related to these marketing and advertising efforts have been reflected separately on the balance sheet. Contributions to the brand development fund are recognized as revenue, and brand development fund expenditures incurred are recognized as an expense in the statement of income. Expenditures of the brand development fund are primarily amounts paid to third parties, but may also include personnel expenses. At each reporting date, to the extent contributions to the brand development fund exceed expenditures on a cumulative basis, the excess contributions are recorded in liabilities of marketing funds in the balance sheet as the Company is obligated to utilize those funds for marketing purposes.

##### 4. Accounts Receivable and Allowance for Credit Losses

Accounts receivable from the Company's franchise operations are recorded at the time the Company is entitled to bill under the terms of the franchise agreements and other contractual arrangements, do not bear interest, and are due under normal trade terms typically requiring payment within 30 days from the invoice date.

In June 2016, the Financial Accounting Standards Board issued Accounting Standards Update 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The standard replaces the incurred loss impairment methodology with a methodology that reflects expected credit losses and requires the use of a forward-looking expected credit loss model for accounts receivable, loans, and other financial assets. The standard requires a modified retrospective approach through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective. The Company has adopted this guidance effective January 1, 2023. The adoption of the standard did not have a material impact on the Company's financial statements.

# Trident Investment Partners, Inc.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### 4. Accounts Receivable and Allowance for Credit Losses (Continued)

The carrying amount of accounts receivable is reduced by a valuation allowance for credit losses based on the losses that are expected to arise over the contractual term of the assets. The Company routinely evaluates the collectability of its accounts receivable and assets are written off when management determines that such assets are deemed uncollectible. Charge-offs are recognized as a deduction from the allowance for credit losses. Expected recoveries of amounts previously charged off, not to exceed the aggregate of the amount previously charged off, are included in determining the necessary valuation allowance. Estimates to the allowance for credit losses are based on the age of the receivable, contractual life, historical collection experience, current conditions, and forecasts of future economic events. Management has determined the allowance for credit losses to be approximately \$64,000 and \$24,000 as of December 31, 2023 and January 1, 2023, respectively. As of January 1, 2022, management determined the allowance for doubtful accounts to be approximately \$35,000. Accounts receivable balances, net of the allowance for credit losses, approximated \$357,000 and \$243,000 as of December 31, 2023 and January 1, 2023, respectively. Accounts receivable balances, net of the allowance for doubtful accounts, approximated \$240,000 as of January 1, 2022.

The allowance for credit losses consists of the following:

Balance, January 1, 2023	\$	24,260
Credit loss expense		45,966
Charge-offs		<u>(5,730)</u>
Balance, December 31, 2023	\$	<u><u>64,496</u></u>

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 5. Property and Equipment

Property and equipment are stated at cost. Depreciation is provided using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Furniture and fixtures	5 - 7
Computer equipment	3 - 5
Capitalized software	3

##### 6. Software Development Costs

The Company incurs external costs to develop and improve the functionality of software for internal use and expenses those costs as they are incurred during the preliminary project and post-implementation/operations stages. Costs related to the support and maintenance of software are also expensed as incurred. Costs are capitalized during the application development stage and, as software upgrades, which add new functionality, are made. Capitalized software costs are amortized using the straight-line method over the estimated economic life of the application, which is generally three years. The Company periodically reviews capitalized software development costs and, if necessary, reduces the carrying value of each product to its net realizable value.

During 2022, the Company made the decision to replace and migrate their existing internal use software to a new third-party hosted service. Based upon these developments, the Company determined it appropriate to make a change in their accounting estimates associated with the remaining useful lives of capitalized software costs effective January 1, 2022, and as a result, all existing capitalized software was to be fully amortized by December 31, 2023, the anticipated sunset of the existing internal use software. This change resulted in approximately \$13,000 of additional amortization of capitalized software during 2022, which is included in net income. In September 2023, the Company went live on the new hosted service, and as a result, disposed of approximately \$1,690,000 of fully amortized capitalized software related to the prior system.

## **Trident Investment Partners, Inc.**

### **NOTES TO FINANCIAL STATEMENTS**

December 31, 2023 and 2022

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#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

6. Software Development Costs (Continued)

Software costs capitalized in 2023 and 2022 approximated \$114,000 and \$51,000, respectively. Amortization of capitalized software costs, including those associated with the change in accounting estimate described previously, approximated \$115,000 and \$102,000 for the years ended December 31, 2023 and 2022, respectively.

7. Foreign Currency Transaction Gains or Losses

The Company enters into certain transactions denominated in the Canadian dollar. Gains and losses on foreign currency transactions are recognized currently in the statements of operations.

8. Use of Estimates

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

9. Income Taxes

The Company with the consent of its sole stockholder, elected to be taxed as an S-Corporation under the Internal Revenue Code. In lieu of corporate income taxes, the stockholders of an S-Corporation are taxed on their proportionate shares of the Company's taxable income. Therefore, no liability or provision for federal income taxes has been included in these financial statements. The Company is subject to certain state and foreign taxes.

Management has analyzed the tax positions taken by the Company and has concluded that as of December 31, 2023 and 2022, there are no uncertain positions taken or expected to be taken that would require recognition of a liability in the financial statements. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 10. Fair Value of Financial Instruments

The carrying amounts of financial instruments, including cash equivalents, accounts receivables, contract assets, accounts payable, accrued expenses, and contract liabilities approximate fair value due to the short maturity of these instruments.

It is the Company's policy, in general, to measure nonfinancial assets and liabilities at fair value on a nonrecurring basis. These items are not measured at fair value on an ongoing basis, but are subject to fair value adjustments in certain circumstances, such as evidence of impairment, which, if material, are disclosed in the accompanying notes to these financial statements.

##### 11. Leases

The Company follows the guidance under Accounting Standards Codification ("ASC") 842, *Leases*, which requires lessees to recognize, at the commencement date, a lease liability representing the lessee's obligation to make payments arising from the lease and a right-of-use ("ROU") asset representing the lessee's right to use or control the use of a specific asset for the lease term. The Company has made an accounting policy election to only apply the standard to lease agreements with terms that are greater than twelve months. ASC 842 distinguishes leases as either a finance lease or an operating lease, which affects how the leases are measured and presented in the statements of operations and statements of cash flows.

Topic 842 was effective for annual financial statements of private companies issued for fiscal years beginning after December 15, 2021 and the Company adopted Topic 842 as of January 1, 2022, using a transition method that applied Topic 842 to reporting periods beginning on January 1, 2022. The adoption of Topic 842 resulted in recording a non-cash transitional adjustment to operating lease ROU assets and operating lease liabilities of approximately \$103,700 as of January 1, 2022, which represents the present value of the remaining lease payments as of the date of adoption. The adoption of Topic 842 did not result in a cumulative effect adjustment to opening retained earnings, nor did it materially impact the results of operations, cash flows, or presentation thereof.

## **Trident Investment Partners, Inc.**

### **NOTES TO FINANCIAL STATEMENTS**

December 31, 2023 and 2022

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#### NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

##### 11. Leases (Continued)

The Company determines if an arrangement is a lease or contains a lease at the inception of the contract. Operating leases are presented as right-of-use asset, operating lease, and lease liability, operating lease in the accompanying balance sheet.

The operating lease ROU assets and lease liabilities are initially measured based on the present value of future lease payments over the lease term as determined at each lease's commencement date.

Operating lease cost for operating leases is recognized as lease expense using the straight-line method over the term of the lease, which includes the noncancelable period under the lease, any periods covered by options to extend a lease the Company is reasonably certain to exercise, any periods covered by an option to terminate a lease the Company is reasonably certain not to exercise, and any periods covered by an option to extend or not to terminate a lease in which the option is controlled by the lessor. Expenses associated with leases with a lease term of under 12 months are recognized on a straight-line basis over the term of the lease.

Operating lease ROU assets include all fixed contractual lease payments and initial direct costs, less any lease incentives received from the lessor. The Company's lease agreement does not contain any material variable lease payments, residual value guarantees, options to purchase leased assets, or restrictive covenants.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

#### NOTE B - SUMMARY OF FRANCHISE OUTLETS

The following is a summary of changes in the number of franchise outlets in 2023 and 2022. The Company has no franchisor owned franchise outlets.

	<u>United States</u>	<u>Canada</u>	<u>Total</u>
In operation at January 1, 2022	45	16	61
New franchise outlets sold in 2022	5	1	6
Franchise outlets closed in 2022	<u>(8)</u>	<u>(1)</u>	<u>(9)</u>
In operation at December 31, 2022	<u>42</u>	<u>16</u>	<u>58</u>
	<u>United States</u>	<u>Canada</u>	<u>Total</u>
In operation at January 1, 2023	42	16	58
New franchise outlets sold in 2023	6	1	7
Franchise outlets closed in 2023	<u>(3)</u>	<u>-</u>	<u>(3)</u>
In operation at December 31, 2023	<u>45</u>	<u>17</u>	<u>62</u>

#### NOTE C - LINE OF CREDIT

The Company had a business banking line of credit agreement with a financial institution that allowed for maximum borrowings of \$100,000. Outstanding borrowings were collateralized by cash balances maintained at the financial institution and were personally guaranteed by the Company's stockholder. Minimum monthly payments were required, as defined in the agreement. The line of credit bore interest on the unpaid principal balance at the Prime Rate (7.5% at December 31, 2022) plus 2.01%. On July 25, 2023, the line of credit agreement was terminated. There were no outstanding borrowings at December 31, 2023 or 2022.

## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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#### NOTE D - LEASE COMMITMENTS

The Company leases office space in Cincinnati, Ohio under an operating lease arrangement which during 2022 was extended to December 2024. The lease requires escalating monthly rental payments ranging from approximately \$3,100 to approximately \$3,300 over the term of the lease. Additionally, the Company is responsible for its share of real estate taxes, common area charges, and any direct expenses as defined in the lease agreement. The lease is classified as an operating lease which is reported in right-of-use asset, operating lease in the non-current asset section of the Company's balance sheet as of December 31, 2023.

The Company has an agreement to sublease a portion of its leased premises for \$1,000 per month on a month to month basis.

The Company elected the practical expedient available to non-public business entities which allows a Company to use the risk-free rate to discount its leases when the rate implicit in the lease is not readily determinable. The risk-free rate represents the nominal yield at the later of lease inception or the transition date applicable to U.S. Treasury instruments with a maturity of similar length to the lease term. The risk-free rate applied to operating leases in place at December 31, 2023 was 1.04%.

Operating lease cost is recognized on a straight-line basis over the lease term. The components of lease cost are as follows for the year ended December 31, 2023:

	<u>2023</u>	<u>2022</u>
Operating lease cost	\$ 35,105	\$ 35,105
Sublease income	<u>(12,000)</u>	<u>(12,000)</u>
Total lease cost	<u>\$ 23,105</u>	<u>\$ 23,105</u>



## Trident Investment Partners, Inc.

### NOTES TO FINANCIAL STATEMENTS

December 31, 2023 and 2022

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#### NOTE D - LEASE COMMITMENTS (Continued)

Future undiscounted cash flows and a reconciliation to the operating lease liabilities recognized on the balance sheet are as follows as of December 31, 2023:

<u>Years Ending December 31:</u>	<u>Amount</u>
2024	\$ <u>36,145</u>
Total lease payments	36,145
Less: imputed interest	<u>(187)</u>
Total present value of lease liabilities	35,958
Less: current lease liabilities	<u>(35,958)</u>
Non-current lease liabilities	\$ <u><u>-</u></u>

#### NOTE E - EMPLOYEE BENEFIT PLAN

The Company sponsors a defined contribution 401(k) plan that covers substantially all employees who meet eligibility requirements. During 2023 and 2022, the Company provided matching contributions equal to 100% of employee contributions, up to 4% of compensation. The Company may also, at its discretion, make additional contributions to the plan. During 2023 and 2022, the Company's contributions to the plan approximated \$14,000 and \$13,000, respectively.

#### NOTE F - RISKS AND UNCERTAINTIES

##### Concentration of Credit Risk

The Company maintains cash balances at financial institutions located in the United States. These cash balances are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. The Company may, from time to time, have balances in excess of FDIC insured deposit limits.

The Company holds their money market mutual funds at a financial institution located in the United States. These funds are protected by the Securities Investor Protection Corporation (SIPC) up to \$500,000. The Company may, from time to time, have balances in excess of SIPC protected limits.

# **Trident Investment Partners, Inc.**

## **NOTES TO FINANCIAL STATEMENTS**

December 31, 2023 and 2022

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### NOTE G - SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 15, 2024, the date that the financial statements were available to be issued. Management has determined that no events or transactions, have occurred subsequent to the balance sheet date that require disclosure in the financial statements.

**EXHIBIT D  
TO HANDYMAN CONNECTION'S  
FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We are not responsible for the accuracy of this information as State Agencies and contact information is subject to change. We may not yet be registered to sell franchises in any or all of these states. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed. Additionally, we have included the contact information for Trident Investment Partners, Inc. d/b/a Handyman Connection below:

Trident Investment Partners, Inc. d/b/a Handyman Connection  
11115 Kenwood Road  
Blue Ash, Ohio 45242

State	State Administrator	Agent for Service of Process
CALIFORNIA	California Department of Financial Protection and Innovation Commissioner California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677  1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205  1350 Front Street San Diego, CA 92101 (619) 525-4233  One Sansome St., Suite 600 San Francisco, California 94104 (415) 972-8565	California Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204

	(317) 232-6681	(317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Consumer Protection Division Michigan Department of Attorney General 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117	Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 (212) 416-8236	Secretary of State of New York 41 State Street Albany, New York 12231 (518) 474-4750
NORTH DAKOTA	North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director of South Dakota Division of Securities
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501
WISCONSIN	Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064	Administrator, Division of Securities Department of Financial Institutions 210 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703

**EXHIBIT E  
TO HANDYMAN CONNECTION'S  
FRANCHISE DISCLOSURE DOCUMENT**

**STATE ADDENDA**

**CALIFORNIA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

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

3. California Business and Professions Codes sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

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

6. The franchise agreement requires application of the laws of the state of Ohio. This provision may not be enforceable under California law.

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

8. The mediation and arbitration described in the franchise agreement will take place at a facility within 50 miles of our current place of business. You and we will generally bear each of our own costs in any dispute, but the arbitrator can assess costs (but not attorney's fees) against a losing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

9. The financial performance representations figures **referenced in Item 19 of this Disclosure Document** do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Handyman Connection Business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

10. 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.

11. Item 6 of the Franchise Disclosure Document is hereby revised to note that the highest interest rate allowed in California is 10%.

12. California law requires that you obtain a contractor's license of the California Contractors State License Board (CSLB) if the total cost (labor and materials) of one or more contracts

on the project is \$500 or more. Licenses may be issued to individuals, partnerships, corporations, or joint ventures. The CSLB does not issue licenses to Limited Liability Companies (LLCs).

13. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://www.dfpi.ca.gov) ([HTTP://WWW.DFPI.CA.GOV](http://www.dfpi.ca.gov)).

14. Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commission of the Department of Financial Protection and Innovation.

15. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

16. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchise, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.



**CALIFORNIA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE  
STATE OF CALIFORNIA ARE HEREBY AMENDED AS FOLLOWS:**

1. Section 31125 of the California Corporation Code requires the Franchisor to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.
2. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
3. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101 et seq.).
4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This may not be enforceable under California law.
5. The Franchise Agreement requires binding arbitration. This provision may not be enforceable under California law.
6. Section 24 of the Franchise Agreement is hereby deleted in its entirety.
7. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchise, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

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

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ILLINOIS ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE FRANCHISEE IN THE STATE OF ILLINOIS**

Illinois law governs the Agreements.

In conformance with Section 4 of the **Illinois Franchise Disclosure Act**, any provision in a **franchise** agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with compensation requirements.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provisions 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.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ILLINOIS ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE AGREEMENT**

1. Illinois law governs the Agreements.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.
4. Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with compensation requirements.
5. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provisions 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.
6. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**INDIANA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE AGREEMENT AND  
FRANCHISE DISCLOSURE DOCUMENT**

Neither Trident Investment Partners, Inc. d/b/a Handyman Connection, nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the ten (10) year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Indiana law. In compliance with Indiana Code 23-2-2.7-1(9), any provisions in this Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the Franchise Area granted in this Franchise Agreement and shall be construed in accordance with Indiana Code 23-2-2.7-1(9).

Indiana law makes unilateral termination of a franchise unlawful unless there is a material violation of the Franchise Agreement and the termination is not done in bad faith.

Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.

Indiana Code section 23-2-2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable.

Indiana Code section 23-2-2.5 and 23-2-2.7 supersedes the choice of law clauses of the Franchise Agreement. Any agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate arbitral proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in this Agreement.

Any reference contained in this Franchise Agreement to a prospective franchisee's exclusive Franchise Area or territory shall, in any Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted and replaced with the words "non-exclusive Franchise Area".

In compliance with Indiana Code 23-2-2.7-1(5), any requirement that the Franchisee must execute a release upon termination of this Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties under this Agreement.

In compliance with Indiana Code 23-2-2.7-1(10), any inference contained in this Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replace the words "may seek".

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MARYLAND ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE AGREEMENT,  
FRANCHISE DISCLOSURE DOCUMENT AND EXHIBITS**

The franchisee and franchisor ("Parties") agree as follows:

1. Items 5 and 17 of the Franchise Disclosure Document, Sections 18, 19.3.1, and 19.3.2 of the Franchise Agreement shall be amended to include that any general release required to obtain a refund of the Initial Franchise Fee upon termination of the agreement, or as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires a franchisor to file an irrevocable consent to be sued in the State of Maryland. Subject to the provisions of the Federal Arbitration Act, a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. The following sentences are added to Item 5 and Item 17 of the Disclosure Document and to the end of Section 21 of the Franchise Agreement.

Any limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

No requirement for release executed in connection with the original purchase or transfer of a franchise will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law, but the statements contained in the Statement of Prospective Franchisee may be used by the Franchisor to demonstrate the truth of the statements so made.

No requirement for a release executed on the sale, renewal or assignment of a franchise will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law in connection with such sale, renewal or assignment of such franchise.

5. Sections 18, 19.3.1, 19.3.2, 24 and other applicable sections of the Franchise Agreement are amended to include the following sentences:

Any acknowledgments or representations of the Franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Representations and acknowledgments required to be made by franchisees are not intended to nor shall they act as a release, estoppel, or waiver of liability of the franchisor incurred under the Maryland Franchise Registration and Disclosure Law.

No requirement for a release executed on the sale, renewal or assignment of a franchise will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law in connection with such sale, renewal or assignment of such franchise.

6. Section 24 of the Franchise Agreement is hereby deleted in its entirety.

7. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**MICHIGAN ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

**STATEMENT REQUIRED BY THE STATE OF MICHIGAN**

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

(A) A PROHIBITION OF 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 EACH 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, MATERIALS, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, MATERIALS, 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 NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE



FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATION OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE, CONSUMER PROTECTION DIVISION, ATTN. FRANCHISE SECTION, 670 LAW BUILDING, 525 W. OTTAWA STREET, LANSING, MICHIGAN 48913, 517-373-7117.

**MINNESOTA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

1. Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4 and 5 which require, except in certain specified cases, 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.

3. Item 13 of the Franchise Disclosure Document and Section 11 of the Franchise Agreement are modified with respect to Minnesota Franchisees as follows: The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Franchisor's trademarks or service marks infringes trademark rights of some third party. The Franchisor does not indemnify against the consequences of the Franchisee's use of the Franchisor's trademark except in accordance with the requirements of the franchise (and to the extent validly required as a condition to registration), and, as a condition to indemnification, the Franchisee must provide notice to the Franchisor of any such claim within 10 business days and tender the defense of claim to the Franchisor. If the Franchisor accepts the tender of defense, the Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minn. Rule 2860.4400J provides that it shall be unfair and inequitable for any person to require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes. Further, this provision provides that a franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief and a court will determine if a bond is required in obtaining the injunction. To the extent the Franchise Agreement is inconsistent with this Rule, to the extent applicable, the Rule will control.

6. Any releases required as a condition of renewal and/or assignment/transfer will not apply to claims that may arise under the Minnesota Franchises Law.

7. Pursuant to Minnesota Statute Section 80C.17, Subd. 5, Section 21.11 "Limitation of Action" and the Franchise Disclosure Document are hereby amended to provide that franchisees must bring any claims under Minnesota Statute Section 80C.17 no later than three (3) years after the cause of action arises.

8. Nothing in the Disclosure Document or Franchise Agreement shall effect your rights under Minnesota Statute Section 80C.17.

9. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**NEW YORK ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

1. The cover page of the Franchise Disclosure Document is amended to include to the following:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATOR LISTED IN EXHIBIT "D" OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, N.Y. 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

The name and address of the Franchisor's agent for service of process in New York is: Secretary of State of the State of New York, 41 State Street, Albany, New York 12231.

2. Item 3 of the Franchise Disclosure Document is amended to include the following:

Pending Action

Neither the franchisor, its predecessors, nor any person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark has an administrative, criminal or civil action pending (or a significant number of civil actions irrespective of materiality) alleging a felony; a violation of any franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, unfair or deceptive practices, misappropriation of property or comparable civil or misdemeanor allegations, except as follows:

Completed Actions

Neither the franchisor, its predecessors, nor any person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegation, except as set forth below:

### Restrictive Orders

Neither the franchisor, its predecessors, nor any person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark is subject to a currently effective injunctive 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 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 injunctive or restrictive order relating to any 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.

3. Item 4 of the Franchise Disclosure Document is amended to include the following:

Neither the franchisor, nor any affiliate or predecessors, officers or general partner of the franchisor, 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 as 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 partnership that either filed as 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 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 17 of the Franchise Disclosure Document is amended to read as follows:

### **ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreement attached to this Disclosure Document.

5. The following is added to Item 17 in the Summary column opposite provision D: "You may terminate the Franchise Agreement on any grounds available to you by law."

6. The following is added to Item 17 in the Summary Column opposite provision J: "However, no assignment will be made except to an assignee who in the good faith judgment of the franchisor is willing and able to assume the franchisor's obligations."

7. The following is added to Item 17 in the Summary Column opposite provision W: "The foregoing choice of law should not be considered a waiver of any right conferred upon you by the GBL of the State of New York, Article 33."

**NEW YORK ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NEW YORK ARE HEREBY AMENDED AS FOLLOWS:**

The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisor or upon Franchisee by the General Business Law of the State of New York, Article 33.

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

**TRIDENT INVESTMENT PARTNERS, INC.  
d/b/a Handyman Connection**

**FRANCHISEE**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**NORTH DAKOTA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF NORTH DAKOTA ARE HEREBY AMENDED AS FOLLOWS:**

1. Any provision of this Franchise Agreement which requires the Franchisee to consent to liquidated damages are hereby deleted.
2. Covenant not compete are generally considered unenforceable in the State of North Dakota.
3. The Franchise Agreement provides that franchisees must consent to the jurisdiction of the courts outside of the State of North Dakota. The North Dakota Securities Commission has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable under the North Dakota Investment Law.
4. The Franchise Agreement provides that the agreement shall be construed according to the laws of a state other than the State of North Dakota. In North Dakota the Franchise Agreement shall be governed according to the laws of the State of North Dakota.
5. Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
6. Any provision in the Franchise Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
7. Any provision in the Franchise Agreement which requires the franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Law.
8. Any provision in the Franchise Agreement which requires that the franchisee to consent to a limitation of claims shorter than that provided for under Section 51-19-09 of the North Dakota Law has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Law.

**NORTH DAKOTA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE AGREEMENT**

For franchises and franchisees subject to the North Dakota Franchise Investment Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the Trident Investment Partners, Inc. d/b/a Handyman Connection Franchise Disclosure Document.

1. Item 17 is amended by the addition of the following language to the original language that appears therein;

(a) Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in North Dakota, except in certain instances as provides by law.

(b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

(c) Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(d) Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(e) Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(f) Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

(g) Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(h) Any provision in the Franchise Agreement requiring a franchisee to consent to termination or liquidated damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.



(i) Any provision in the Franchise Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**RHODE ISLAND ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

For franchises and franchisees subject to the Rhode Island statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Trident Investment Partners, Inc. d/b/a Handyman Connection Franchise Disclosure Document.

Even though our Franchise Agreement says the laws of Ohio apply, the Rhode Island Franchise Investment Law may supersede the Franchise Agreement with respect to certain claims because the Rhode Island Franchise Investment Law provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of another state is void with respect to a claim otherwise enforceable under the Act.”

**RHODE ISLAND ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE AGREEMENT**

This Amendment shall pertain to franchises sold in the State of Rhode Island and shall be for the purpose of complying with Rhode Island statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the agreements shall be amended as follows:

Pursuant to §19-28.1-14 of the Rhode Island Franchise Investment, any provision in the 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.

Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

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

Dated: \_\_\_\_\_

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**SOUTH DAKOTA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

Neither Trident Investment Partners, Inc. d/b/a Handyman Connection, nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

Although the Franchise Agreement requires all arbitration proceedings to be held in Blue Ash, Ohio, the site of any arbitration started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.

We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults.

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Ohio.

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**VIRGINIA ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Trident Investment Partners, Inc. d/b/a Handyman Connection for use in the Commonwealth of Virginia shall be amended as follows:

**Additional Disclosures.** The following statements are 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 grounds 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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

**WASHINGTON ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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. The undersigned does hereby acknowledge receipt of this addendum.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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. The undersigned does hereby acknowledge receipt of this addendum.



Section 16.3 of the Franchise Agreement is amended to state that franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

Section 24 of the Franchise Agreement is hereby deleted.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated: \_\_\_\_\_

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**WISCONSIN ADDENDUM  
TO THE HANDYMAN CONNECTION  
FRANCHISE DISCLOSURE DOCUMENT**

**ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF WISCONSIN IN THE  
FRANCHISE DISCLOSURE DOCUMENT**

For franchises and Franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of Handyman Connection Franchise Disclosure Document.

Item 17

The conditions under which the Franchise Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes, 1981-82, Title XIV-A, Chapter 135.

**WISCONSIN ADDENDUM  
TO THE HANDYMAN CONNECTION  
TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE  
STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS:**

The Franchisor and Franchisee hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135.01 through 135.07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to the franchisee. To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail.

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

**TRIDENT INVESTMENT PARTNERS, INC.**  
**d/b/a Handyman Connection**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**RIDER TO STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND  
FRANCHISE AGREEMENT**

**FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA,  
MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND,  
SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN (EACH A “REGULATED STATE”  
AND COLLECTIVELY, THE “REGULATED STATES”)**

This Rider to State Addendum to the Franchise Disclosure Document and Franchise Agreement (“Rider”) is entered into by and between (i) Trident Investment Partners, Inc. (“Franchisor”), and (ii) \_\_\_\_\_, a (individual/limited liability company/corporation) with an address at \_\_\_\_\_ (“Franchisee”).

- A. Concurrently with the execution of this Rider, Franchisor and Franchisee are entering into a franchise agreement (the “Franchise Agreement,”), pursuant to which Franchisee will acquire the right and undertake the obligation to own and operate a franchised business (the “Franchised Business”) that may be located in, or subject to the regulations of, one of the Regulated States (the “Applicable Franchise Registration State”).
- B. Franchisor and Franchisee wish to amend the Franchise Agreement as provided in this Rider.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is hereby amended as follows:

1. **NASAA SOP Acknowledgment.** Franchisee and Franchisor hereby acknowledge that the Statement of Policy regarding the use of franchise questionnaires and acknowledgments issued by the North American Securities Administrators Association, Inc. (“NASAA”), which went into effect on January 1, 2023, provides that questionnaires and acknowledgments that are used as contractual disclaimers that release or waive a franchisee’s rights under a state franchise law violate the anti-fraud and/or anti-waiver provisions of the statutes of the Regulated States. Accordingly, while the SOP remains in effect, or until such time as the regulations in the Regulated States are modified to adopt the restrictions on the use of acknowledgments and questionnaires as set forth in the SOP, for prospective franchisees that reside in or are looking to operate a Franchised Business in any Regulated State, the Franchise Agreement and Development Agreement (as applicable) will be amended to include the following provision:

“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 and claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision

supersedes any other term of any document executed in connection with the franchise.”

2. Except as provided in this Rider, the Franchise Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

**FRANCHISOR**

**TRIDENT INVESTMENT PARTNERS, INC.**

By: \_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE**

**[NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F  
TO HANDYMAN CONNECTION'S  
FRANCHISE DISCLOSURE DOCUMENT**

**FRANCHISEE QUESTIONNAIRE**

**TRIDENT INVESTMENT PARTNERS, INC. D/B/A HANDYMAN CONNECTION**  
**COMPLIANCE CERTIFICATION**

**NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE):**

FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, OR WI, SUCH PROSPECTIVE FRANCHISEE SHOULD NOT COMPLETE THIS QUESTIONNAIRE OR RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

Before you sign the Franchise Agreement, we want to ensure that you understand your risks and responsibilities as a franchisee, as well as to determine whether any statements or promises were made to you that the franchisor has not authorized 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. Are there any provisions of the Franchise Agreement (FA) and/or any exhibit which you do not understand? (If yes, we encourage you to not execute the Franchise Agreement until you understand the information contained in the FA)

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Did you sign a receipt or electronically send an acknowledgement of receipt for the FDD indicating the date you received it?

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Have you had the FDD in your possession for at least 14 days prior to today?

YES \_\_\_\_\_ NO \_\_\_\_\_

4. Is there any information contained in the FDD which you do not understand? (If yes, we encourage you to not execute the Agreement until you understand the information contained in the FDD)

YES \_\_\_\_\_ NO \_\_\_\_\_

5. Have you reviewed the lists of franchisees contained in FDD Exhibit B and contacted as many of them as you thought necessary?

YES \_\_\_\_\_ NO \_\_\_\_\_

6. Have you carefully reviewed the financial performance information contained in Item 19 of the FDD, including all of the explanatory notes?

YES\_\_\_\_\_ NO\_\_\_\_\_

7. Has any employee or other person speaking on behalf of the franchisor made any statement or promise concerning:

- a. the sales or earnings of prior years' franchisees that is different from or inconsistent with the information contained in Item 19 of the FDD?

YES\_\_\_\_\_ NO\_\_\_\_\_

- b. any financial performance information, projections or earnings claims that you personally may achieve as a franchisee?

YES\_\_\_\_\_ NO\_\_\_\_\_

- c. the costs you may incur in operating the franchised business or being a franchisee that is different from or inconsistent with the information contained in the FDD?

YES\_\_\_\_\_ NO\_\_\_\_\_

- d. the advertising, training, support services or assistance that we will furnish to you that is different from or inconsistent with the information contained in the FDD?

YES\_\_\_\_\_ NO\_\_\_\_\_

8. Do you understand that during the term of your Franchise Agreement, you will need to devote maximum personal efforts to properly operate your business?

YES\_\_\_\_\_ NO\_\_\_\_\_

9. Do you understand that you have performance criteria in your franchise agreement and that, among other things, if you do not hit your performance criteria, that you will owe the royalty on the difference between your actual sales and your performance?

YES\_\_\_\_\_ NO\_\_\_\_\_



10. Do you understand that the gross sales that you will be charged royalty, technology, and Brand Development Fund (BDF) fees on include the sale of any materials on the job?

YES \_\_\_\_\_ NO \_\_\_\_\_

11. Do you understand that the business model that Handyman Connection will be training and supporting is based on the franchisee or a service advisor conducting in home sales, or Customer Service Representatives (CSRs) conducting virtual estimating, and that if you spoke to some current franchisees, that these franchisees may be operating a different business model than you will be trained?

YES \_\_\_\_\_ NO \_\_\_\_\_

12. Do you understand that although you may have discussed different territory options throughout the process, only the zip codes listed in Schedule A of this Agreement are a part of the Territory and that no other zip codes have been promised to you, nor are they a part of this Agreement, nor do you have any rights to any zip codes not listed in this Agreement?

YES \_\_\_\_\_ NO \_\_\_\_\_

13. Have you had the Franchise Agreement in your possession for at least 7 days prior to today?

YES \_\_\_\_\_ NO \_\_\_\_\_

If you have answered "Yes" to questions 4 or 7 or "No" at questions 8-13, please provide a full explanation of each such answer and we encourage you to not execute this Agreement. (Attach additional pages, if necessary, and refer to them below.). If you answered "No" to questions 3, or 13, or "Yes" to any part of question 7, please do not execute the Franchise Agreement. Please contact our CEO, Jeff Wall, at 773.251.1807 immediately.

Please understand that your responses to these questions are important to us and that we will rely on them. We do not require or suggest that the Prospective franchisee must agree to any Questionnaires, Acknowledgements, or similar documents prohibited by State Regulation, or to provide false answers as a condition to the purchase of the franchise.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

PROSPECTIVE FRANCHISEE

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

PROSPECTIVE FRANCHISEE

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**EXHIBIT G  
TO HANDYMAN CONNECTION'S  
FRANCHISE DISCLOSURE DOCUMENT**

**SAMPLE RELEASE**

## **MUTUAL TERMINATION AND RELEASE AGREEMENT**

This Mutual Termination and Release Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between: (i) Trident Investment Partners, Inc. dba Handyman Connection, an Illinois corporation with an address at 11115 Kenwood Rd., Blue Ash, Ohio 45242 (the "Franchisor"); (ii) \_\_\_\_\_ with a business address at \_\_\_\_\_ (the "Franchisee"); and (iii) \_\_\_\_\_, individuals with a business address at \_\_\_\_\_ (the "Personal Guarantors")

### **BACKGROUND**

A. Franchisor is engaged in the business of granting franchises to operate light repair, maintenance and remodeling businesses that offer services to residential customers under the trade name and trademark "Handyman Connection" (the "Handyman Connection Businesses").

B. On or around \_\_\_\_\_, Franchisee and Personal Guarantor \_\_\_\_\_ entered into a franchise agreement pursuant to which \_\_\_\_\_ obtained the right and undertook the obligation to operate a Handyman Connection Franchised Business for a term of ten years (the "Franchise Agreement"), within certain counties in \_\_\_\_\_.

C. Thereafter, \_\_\_\_\_ transferred the Franchise Agreement to Franchisee. Both Personal Guarantors have executed Franchisor's then-current form of personal guaranty pursuant to which they have personally guaranteed Franchisee's performance under the Franchise Agreement ("Personal Guaranty").

D. Franchisee has requested that it be able to close the Franchised Business and be relieved of its obligations under the Franchise Agreement.

E. Franchisor agrees to allow Franchisee to close its Franchised Business so long as Franchisee complies with the terms and conditions of this Agreement.

F. Accordingly, the parties wish to mutually terminate the Franchise Agreement and otherwise release each other of any and all claims, causes of action or disputes they might have against one another, subject to the terms and conditions of this Agreement.

### **AGREEMENT**

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Termination; Post-Term Obligations. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement, the Personal Guaranty and all in-term rights and obligations between Franchisor and Franchisee or Personal Guarantors arising from or related to the Franchise Agreement and the Personal Guaranty are hereby terminated effective upon the execution of this Agreement. Franchisee and Personal Guarantors hereby acknowledge and agree that each party will continue to be bound by all post-term obligations under the Franchise Agreement and the Personal Guaranty including, without limitation, the confidentiality provisions, the non-competition provisions, the post-termination duties, and the dispute resolution procedures.

2. Warranty Claims. Franchisee and Personal Guarantors further acknowledge and agree that they will resolve any warranty claim presented by a customer arising from work performed by Franchisee's Franchised Business (the "Warranty Claims"), for the agreed-upon period of one (1) year after such work was completed. Notwithstanding the foregoing, if Franchisee does not remedy, in full, any Warranty Claim made by a customer within a reasonable amount of time after receiving notice of such claim, as determined by Franchisor in its sole discretion, Franchisee and Personal Guarantors acknowledge and agree that Franchisor may thereafter address such Warranty Claim, and Franchisee and Personal Guarantors are required to promptly reimburse Franchisor for all warranty costs or customer reimbursements incurred by Franchisor, as well as a service fee of one thousand dollars (\$1,000), in connection with such Warranty Claim. Furthermore, in the event that Franchisor receives notice of any Warranty Claim for any job which was not properly reported in the Handyman Connection CRM System in accordance with Franchisor's standards and specifications, Franchisee and Personal Guarantors shall pay Franchisor a penalty fee of one thousand dollars (\$1,000), and Franchisee and Personal Guarantors shall also promptly reimburse Franchisor all costs it incurs in addressing the Warranty Claim.

3. Franchisee's Obligations. Within ten (10) days of the termination of the Franchise Agreement, Franchisee shall, at its sole expense, comply with the following post-term obligations:

- (a) Permanently discontinue operation of the Franchised Business and any use of the Marks, Intellectual Property, Confidential Information, and any materials containing marks that are similar to or derivative of the Marks;
- (b) Make all payments due to Franchisor or Franchisor's designated suppliers in connection with the Franchised Business;
- (c) Cancel all assumed names or equivalent registrations filed by Franchisee which contain the Handyman Connection name or any similar or derivative name;
- (d) Transfer to Franchisor all Software, Manuals, forms, materials, signage, customer information, and any other items containing any Intellectual Property or Marks;
- (e) Transfer to Franchisor (or otherwise remove) any distinctive signage, physical and/or structural features associated with the Trade Dress of the Handyman Connection Business from the Premises of the Franchised Business and otherwise de-identify the Franchised Business; and
- (f) Cease any advertising or making other representations that Franchisee is a present or former Handyman Connection franchisee, and otherwise cease making any statements regarding Franchisee's experience with Franchisor.

4. Transfer of Telephone Numbers and Domain Names. Franchisee agrees to transfer and assign all telephone numbers, URLs, website addresses, domain names, email addresses, and other forms of telecommunications and listings (as applicable) used in connection with the Franchised Business to Franchisor within ten (10) days of Franchisor's request, at Franchisee's sole expense.

5. Non-Competition. Franchisee and Personal Guarantors shall comply with the post-termination non-competition covenants contained in the Franchise Agreement and the Personal Guaranty. If Franchisor discovers that Franchisee or Personal Guarantors have previously

operated or currently are directly or indirectly operating any competing business in violation of the non-competition covenant, Franchisor may obtain an injunction without bond to terminate or prevent the continuation of any existing or continuing default or violation of the Franchise Agreement and/or Personal Guaranty.

6. Release of Franchisor. Franchisee and Personal Guarantors, for themselves and all persons and entities claiming by, through or under them, hereby release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which they, by themselves, on behalf of, or in conjunction with any other person, persons, partnership, corporation, or entity, have, had or claim to have against the Franchisor Releasees, including but not limited to all claims arising out of or related to the offer, sale and operation of the Franchised Business, and the parties' rights or obligations under the Franchise Agreement and the Personal Guaranty. This release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100 and rules adopted thereunder.

7. Release of Franchisee and Personal Guarantors. Except as otherwise provided for in this Agreement, and upon Franchisee's and each Personal Guarantors' full compliance with their obligations set forth in Sections 2 through 5 of this Agreement, Franchisor, for itself and all persons and entities claiming by, through or under it, hereby releases, acquits and forever discharges Franchisee and its employees, agents, servants, representatives, affiliates, successors and assigns, and Personal Guarantors (the "Franchisee Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had or claims to have against the Franchisee Releasees, including but not limited to all claims arising out of or related to the offer, sale and operation of the Franchised Business, and the parties' rights or obligations under the Franchise Agreement and the Personal Guaranty. Specifically excepted from this release are any claims asserted against Franchisor or any of its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors or assigns (the "Indemnified Parties") by any third party, which claims arise out of or relate to the Franchise Agreement or Franchisee's or Personal Guarantor's ownership or operation of the Franchised Business, including any Warranty Claims. Franchisee and Personal Guarantors shall indemnify and hold the Indemnified Parties harmless from any and all losses, damages, liabilities, claims, costs, expenses, or judgments, including reasonable attorneys' fees, incurred in connection with such claims.

8. Confidentiality; Non-Disparagement. The parties shall maintain the confidentiality of this Agreement and shall not disclose the terms of this Agreement to any person or persons except their professional advisors for legitimate business purposes, or otherwise as required by law, including certain disclosures required by law in Franchisor's franchise disclosure document. The parties agree that they shall refrain from making any untrue or derogatory statements concerning one another and their present and former officers, employees, shareholders, directors, agents, attorneys, servants, franchisees, representatives, successors and assigns. Franchisee and Personal Guarantors expressly acknowledge that they are forbidden from: (i) holding themselves out as a present or former franchisee of the Handyman Connection system; and (ii) making any statements or other communications regarding their experience in the Handyman Connection system. Franchisee and Personal Guarantors also agree that they will not at any

time, directly or indirectly, interfere or attempt to interfere with or disrupt the business relationship between Franchisor and Franchisor's shareholders, franchisees, clients, customers or accounts, prospective clients or customers, or persons using the services of Franchisor or doing business with Franchisor, with such prohibited behavior to include, but not be limited to, using Franchisor's internal data in a damaging or derogatory manner that would potentially damage Franchisor's relationship with its shareholders, franchisees, clients, customers or accounts.

9. Entire Agreement. This Agreement and the Franchise Agreement constitute the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement, and may not be subject to any modification without the written consent of the parties.

10. Acknowledgment. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

11. Attorneys' Fees. In the event that either party retains the services of legal counsel to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Agreement.

12. Defined Terms. Terms defined in the Franchise Agreement and not defined in this Agreement have the meaning defined in the Franchise Agreement.

13. Applicable Law, Binding Effect and Venue. This Agreement will be construed and regulated under and by the laws of the State of Ohio, without reference to Ohio's conflict-of-laws principles, and will inure to the benefit of and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns. Venue for any action related to or arising out of this Agreement must be in the state or federal court nearest to Blue Ash, Ohio.

14. Counterparts. This Agreement may be executed in multiple counterparts by the various parties and the failure to have the signatures of all parties on a single Agreement will not affect the validity or enforceability of any part of this Agreement against any party who executes any counterpart of the Agreement. Executed facsimile copies of this Agreement will be deemed to be effective as original signatures.

***Signatures appear on following page.***

**I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.**

**FRANCHISOR**  
**TRIDENT INVESTMENT PARTNERS, INC.**

By:\_\_\_\_\_

**FRANCHISEE**

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

**PERSONAL GUARANTORS**

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Individually



**EXHIBIT H  
TO HANDYMAN CONNECTION'S  
FRANCHISE DISCLOSURE DOCUMENT**

**TABLE OF CONTENTS OF OPERATIONS MANUAL**

FRANCHISE OWNER TRAINING GUIDE

# Franchise Owner Training Guide

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*The Handyman Connection Brand  
The Journey  
Franchise Owner Pro Forma*

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FRANCHISE OWNER TRAINING GUIDE

# Craftsman Recruiting

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## *The Handyman Connection Recruiting Process*

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FRANCHISE OWNER TRAINING GUIDE

# Craftsman Onboarding & Retention

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*CM Orientation*  
*CM Onboarding*  
*CM Training/ Coaching*  
*CM Retention*

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FRANCHISE OWNER TRAINING GUIDE

# **Customer Service Representative (CSR)**

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## *Recruiting, Training, & Managing a CSR*

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FRANCHISE OWNER TRAINING GUIDE

# **Service Advisor (SA)**

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## *Recruiting, Training & Onboarding a Service Advisor*

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## 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	Pending Registration
Hawaii	Not Registered
Illinois	Pending Registration
Indiana	Pending Registration
Maryland	Pending Registration
Michigan	March 2, 2025
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration
Rhode Island	Pending Registration
South Dakota	Pending Registration
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration

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

**EXHIBIT I  
TO HANDYMAN CONNECTION'S  
FRANCHISE DISCLOSURE DOCUMENT**

**RECEIPTS**

## Receipts

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 Trident Investment Partners, Inc. d/b/a Handyman Connection offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

**New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.**

**Michigan requires that 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.**

If Trident Investment Partners, Inc. d/b/a Handyman Connection does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of the federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit D.

The franchisor is Trident Investment Partners, Inc. d/b/a Handyman Connection, located at 11115 Kenwood Rd., Blue Ash, Ohio 45242. Its telephone number is (800) 466-5530.

Issuance Date: March 20, 2025.

The franchise seller for this offering is: Steve Lane, Director of Franchise Development, Adam Schmidt, Director of Franchise Development; Tracey Felts, Director of Franchise Development, Brian Honeyman, Executive Vice President, Jeff Wall, President, 11115 Kenwood Rd., Blue Ash, Ohio 45242.

---

Trident Investment Partners, Inc. d/b/a Handyman Connection authorizes the respective state agencies identified on Exhibit D to receive service of process for it in the particular state.

I received a disclosure document with an issuance date of March 20, 2025, that included the following exhibits:

- A. Franchise Agreement and Attachments
- B. List of Franchises and Former Franchisees
- C. Financial Statements
- D. List of State Administrators and Agents for Service of Process
- E. State Addenda
- F. Franchisee Questionnaire
- G. Sample Release
- H. Table of Contents of Operations Manual
- I. Receipts

Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

**Return the signed receipt by either electronically signing and dating, or signing, dating and mailing it to Trident Investment Partners, Inc. d/b/a Handyman Connection 11115 Kenwood Rd., Blue Ash, Ohio 45242.**



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\_\_\_\_\_  
Signature of Prospective Franchisee

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Print Name